

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://gsd.mt.gov/>

T.C. #: NASPO-TC-VWR-SPB01336

Title: Cooperative Laboratory Equipment and Supplies
This is a non-exclusive contract.

| | | | | |
|-------------------|---|--------------------|--------------------|--|
| CONTRACT TERM | FROM | September 16, 2010 | CONTRACT STATUS | NEW (x) |
| | TO | June 30, 2013 | | RENEW () |
| VENDOR ADDRESS | Fisher Scientific 2000 Park Street Pittsburgh, PA 15275 | | ORDER ADDRESS | Web Based Ordering www.fishersci.com |
| ATTN: | JT McGuire | | ATTN: | |
| PHONE: | 858-829-2270 (updated) | | PHONE: | |
| FAX: | 858-486-6196 | | FAX: | |
| E-MAIL: | James.mcguire@thermofisher.com | | E-MAIL: | |

PRICES: Full Line Catalog of Laboratory Equipment and Supplies
Unit Price Limit: Items with a unit cost of **\$75,000** or less, after discount applied

DELIVERY: Minimum order: \$50

F.O.B.: Prices are F.O.B. Destination, dockside delivery, unless otherwise specified.

TERMS: Contractor will accept VISA and MasterCard Purchasing/Procurement Cards.
Contractor will invoice the Ordering Entity directly.
The contract number must be listed on all invoices.

REMARKS: This is a NASPO Cooperative Contract; Idaho is lead state.

IFB/RFP No.: RFP02268

Penny Moon, CONTRACTS OFFICER

DATE: 9/16/2010

PARTICIPATING ADDENDUM

[hereinafter "Addendum"]

For

NASPO

COOPERATIVE LAB SUPPLY CONTRACT

MASTER PRICE AGREEMENT NUMBER SBPO1336

Between

Fisher Scientific

[hereinafter "Contractor"]

and

State of Montana

[hereinafter "Participating State" or "Participating Entity" (if not a state)]

NASPO-TC-Fisher-SPB01336

1. Scope

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This Addendum covers the NASPO Coop Lab Supply Contracts 2010-2015 led by the State of Idaho for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts.

2. Participation

Use of specific NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Changes:

ACCESS AND RETENTION OF RECORDS: The Contractor agrees to provide the Participating State, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, Montana Code Annotated (MCA)). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the Addendum or the conclusion of any claim, litigation, or exception relating to the Addendum taken by the State of Montana or third party.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The Contractor shall not assign, transfer or subcontract any portion of the Addendum without the express written consent of the Participating State. (Section 18-4-141, MCA.)

REDUCTION OF FUNDING: The Participating State must terminate this contract if funds are not appropriated or otherwise made available to support

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the State's continuation of performance in a subsequent fiscal period. (Section 18-4-313(4), MCA)

VENUE: This Addendum is governed by the laws of Montana. The parties agree that any litigation concerning this Addendum, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)

4. Continuation of Participation:

To the extent permitted by the laws and rules of the state in which an individual participating entity is located, valid participating addenda in either the WSCA Lab Supply Contract and/or the NASPO HELP contracts (both of which are being replaced by this NASPO cooperative contract) are extended to include participation in the NASPO Coop Lab Supply Contracts 2010-2015 under the same terms and conditions in the current participating addendum.

If re-execution of a participating addendum or amendment to an existing participating addendum is required by a participating entity, the authorization to participate in either the WSCA Lab Supply Contract and/or the NASPO HELP contracts is sufficient to permit participation in the NASPO Coop Lab Supply Contracts 2010-2015, unless specifically denied by the appropriate chief state procurement official.

5. Lease Agreements

No Leasing Is Authorized Under this Addendum.

6. Primary Contacts

The primary government contact individuals for this Addendum are as follows (or their named successors):

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Lead State

Name: Sarah Hilderbrand
Address: Idaho Dept of Administration, Division of Purchasing
PO Box 83720, Boise, ID 83702
Telephone: 208.332.1612
Fax: 208.327.7465
E-mail: sarah.hilderbrand@adm.idaho.gov

Contractor

Name: JT McGuire
Address: 3970 Johns Creek Court, Suite 500, Suwanee, GA 30024
Telephone: 858-486-6027
Fax: 858-486-6196
E-mail: james.mcguire@thermofisher.com

Participating State (or entity)

Name: Penny Moon
Address: State of Montana, State Procurement Bureau
PO Box 200135, Helena MT 59620-0135
Telephone: 406-444-3313
Fax: 406-444-2529
E-mail: pmoon@mt.gov

7. Servicing Subcontractors:

Servicing subcontractors are not authorized under this agreement.

8. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA"): If or when Contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA

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funds, Contractor agrees to comply with the data element and reporting requirements as currently defined in Federal Register Vol 74 #61, Pages 14824-14829 (or subsequent changes or modifications to these requirements as published by the Federal OMB). Ordering entity is responsible for informing Contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide the required report to the ordering entity with the invoice presented to the ordering entity for payment. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

All purchase orders issued by purchasing entities within the jurisdiction of this Addendum must include the Participating State contract number: NASPO-TC-Fisher-SPB01336 and the Master Price Agreement Number: SBPO1336.

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by Contractor below.

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[hereinafter "Addendum"]

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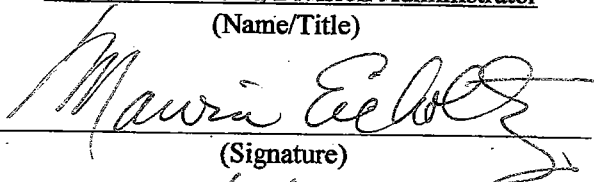
Signatures as required by State Statutes, Rules or Policies

STATE OF MONTANA
GENERAL SERVICES DIVISION
PO BOX 200135
HELENA MT 59620-0135

FISHER SCIENTIFIC L.L.C.
2000 PARK STREET
PITTSBURGH PA 15275
FEDERAL ID # 23-2942737

BY: Marvin Eicholtz, Division Administrator
(Name/Title)

BY: Joe Centofante/VP Academic and Medical Research
(Name/Title)



(Signature)


(Signature)

DATE: 9/16/10

DATE: 09/07/10

Approved as to Legal Content:

 7-22-10
Legal Counsel (Date)

Bill To:
State of Idaho

Send invoices to the address listed
below or as indicated in the
comments or instructions field
Boise, ID 83720-0075



State
of
Idaho

THIS NOTICE MUST APPEAR
ON ALL DOCUMENTS

Statewide Blanket Purchase Order

Statewide Blanket Purchase
Order
SBPO1336

DELIVER TO: State of Idaho Various Agencies
Various State Agencies
located throughout Idaho

Various, ID 83701
Mark.Little@adm.idaho.gov

Date: Fri Jul 16, 2010

F.O.B: Destination
Terms:

VENDOR: FISHER SCIENTIFIC
Brent Boyle
2355 S. Bellin Road
Idaho Falls, ID 83402
Attn: Sales Representative
Vendor Nbr: 12038
Emailed To:
Phone:
Fax:
Account Number: P00000039832

Start of Service Thu Jul 01, 2010
Date
Sun Jun 30, 2013
End of Service
Date:

RFQ#: RFP02268
DOC#: PREQ17569

File Attached:

- ☐ NASPO - Cost- Final.doc
- ☐ NASPO - Technical- Final.doc

Buyer: SARAH HILDERBRAND 208-332-1612

| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
|--|--|-----------------|---------------|------------|
| 000 | BLANKET PURCHASE AGREEMENT (line item particulars follow) | 1 lot | | 3000000.00 |
| | Total: | | | 3000000.00 |
| Blanket Comments: | | | | |
| Item No | Description | Quantity UOM | Unit Price | EXTENSION |
| 1 | LABORATORY EQUIPMENT AND SUPPLIES for NASPO PARTICIPATING STATES (490-00) (nt) | 1 LOT | 3000000.00 | 3000000.00 |
| General Comments: |NOTICE OF STATEWIDE CONTRACT (SBPO) AWARD | | | |
| | Multi-state Contract for Laboratory Equipment and Supplies, as needed, for the benefit of Idaho Agencies, institutions and departments, and eligible political subdivisions or public agencies as defined by Idaho Code, Section 67-2327. This Contract is also available to participating NASPO states and their authorized entities. The Division of Purchasing or the requisitioning entity will issue individual release (delivery or purchase) orders against the Contract on an as needed basis. NASPO states which desire to participate will execute a Participating Addendum with Contractor. | | | |
| | Contract Title:..... Multi-state Laboratory Equipment and Supplies | | | |
| | Contract Usage Type:.....Open Contract [I.C. 67-5717 (9)] | | | |
| | Public Agency Clause:Yes | | | |
| | Contract Administration:.... Sarah Hilderbrand | | | |
| | ---Phone Number:.....208-332-1612 | | | |
| | ---E-Mail:.....sarah.hilderbrand@adm.idaho.gov | | | |
| | Contractor's Primary Contact | | | |
| | ---Attn:.....JT McGuire | | | |
| ---Address:.....3970 Johns Creek Court Suite 500 | | | | |
| ---City, State, Zip:.....Suwanee GA 30024 | | | | |
| Phone Number:..... 858-486-6027 | | | | |
| Facsimile:..... 858-486-6196 | | | | |

E-Mail:..... james.mcguire@thermofisher.com

CONTRACTOR: Ship to the FOB DESTINATION point and BILL DIRECTLY to the ORDERING AGENCY. DO NOT MAIL INVOICES TO THE DIVISION OF PURCHASING. Notating the Contract Award Number on any invoices/statement will facilitate the efficient processing of payment.

QUANTITIES: The State of Idaho, Division of Purchasing can only give approximations of quantities and will not be held responsible for figures given in this document.

THIS CONTRACT, (including any files attached), CONSTITUTES THE STATE OF IDAHO'S ACCEPTANCE OF YOUR SIGNED BID, QUOTATION, OR OFFER (including any electronic bid submission), WHICH SUBMISSION IS INCORPORATED HEREIN BY REFERENCE AS THOUGH SET FORTH IN FULL.

In the event of any inconsistency, unless otherwise provided herein, such inconsistency shall be resolved by giving precedence in the following order:

1. This Statewide Blanket Purchase Order document.
2. The state of Idaho's original solicitation document.
3. The Contractor's signed bid, quotation, or offer.

INVOICES MUST BE SENT TO THE ORDERING ENTITY.

Instructions:

Freight / Handling Included in Price

1: The extended unit price reflects the estimate for IDAHO only. The estimate for NASPO participants is \$75,000,000.00.

By: SARAH HILDERBRAND

[Print Award Document](#)

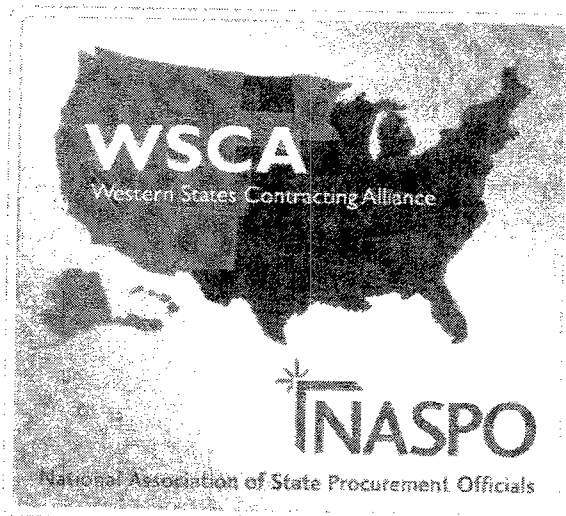
[PO Options](#)

No Approval Route Found

Award IF2010001336 has been scheduled for release on:
Fri Jul 16 00:00:00 GMT-0700 (PDT) 2010.

Award Notifications are scheduled for release on:
Fri Jul 16 00:00:00 GMT-0700 (PDT) 2010.

Discovering Innovative Procurement Solutions for



Response to RFP 02268 for
Laboratory Equipment & Supplies
Cost Volume

June 2010

Prepared by: J.T. McGuire
Fisher Scientific
2000 Park Lane
Pittsburgh, PA 15275

ONE SOURCE. INFINITE SOLUTIONS.



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4.10 COST1 - 3

Attachments

CD of Cost Proposal
Proposed Price Book CD



The pricing that we offer in this RFP Response contemplates that the final contract will include a mutual waiver of indirect and consequential damages.

4.10 COST

4.10.1 (M) PRICE LISTS and CATALOGS

Provide one hard copy and one electronic copy of both your latest Catalog, as well as your currently effective, nationally published Price List. You may comply with the requirement for an electronic version by providing temporary access to a searchable electronic version of your Catalog and Price List.

Fisher Scientific will provide the NASPO RFP manager with an account on our website, www.fishersci.com, to search pricing and availability. One hard copy of the Fisher Scientific general catalog has also been provided with our response.

4.10.2 (M) For Band 1, the State is interested in a full line supplier of laboratory equipment and supplies which can provide its full line to ALL NASPO states. The State reserves the right to reject a Proposal for Band 1 if that Proposer's Price List does not include at least 95% of the items chosen by the State for purposes of proposal evaluation of Band 1.

As the largest laboratory supply distributor in the industry, Fisher Scientific operates 14 full-service distribution centers throughout the United States and Puerto Rico. Our warehouses are strategically placed in order to ensure prompt delivery service to our customers, anywhere in the country. We are confident that these supply chain capabilities will meet your requirements.

4.10.3 (M) For Bands 2 – 5, the Proposer must offer a full line of laboratory equipment and/or supplies within the Band it provides a response for. The State reserves the right to reject a Proposal for any Band for which a Proposer's Price List does not include at least 95% (per Amendment 1 posted May 14, 2010) of the items chosen by the State for purposes of evaluating the Band.

Fisher Scientific provides a full line of laboratory equipment and supplies for Band 1 and would like to be considered for other bands for products that we can provide.

4.10.4 (ME) DISCOUNTS: Submit discounts from your standard price list for THE ENTIRE SPECTRUM OF ITEMS OFFERED (all items in the catalog(s) and price lists for the Band you are responding to). The nature of your response must allow the State to apply the discounts offered to the current list prices in order to calculate net price to the State for any items in the current price list. If the manufacturer's product discounts vary by category, include the various product category discounts. You must submit discounts for ALL product codes in your PRICE LIST (or state that there is no discount for an identified product code). Fisher Scientific will provide the State with a comprehensive commodity discount schedule in which actual item prices are calculated by applying the percent discount to the list price of the product. The Discount Schedule is tied to the Commodity Discount Code (CDC) structure that provides discounted pricing for over 800,000 products accessible through Fisher Scientific.

Please note that should the price of a discounted item in either of the two lots fall below Fisher Scientific's cost plus 11%, it shall be priced at Fisher Scientific's cost plus 11%.

4.10.5 (E) VOLUME DISCOUNTS:

Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the proposer. Extensions of additional discounts are not required but may be evaluated if offered.

Fisher Scientific offers a comprehensive commodity discount schedule, but reserves the right to offer additional discounts on selected products to select locations.

4.10.5.1 Cumulative Ordering Volume Discounts: Proposers are invited to identify additional percentage discounts if total cumulative ordering volumes (by all Ordering Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the contract. Fisher Scientific offers a comprehensive commodity discount schedule.

4.10.5.2 Volume Discount for Minimum Order Quantity: Proposer is also invited to propose discounts for minimum order quantities. Ordering Entities may consolidate purchases in order to take advantage of any volume discount extended by vendor for minimum orders, as long as a single delivery location is specified at the discretion of the Ordering Entity. Fisher Scientific offers a comprehensive commodity discount schedule.

4.10.6 (E) ADDITIONAL DISCOUNTS:

Indicate where any additional/separate discounts are available, based on large quantity purchases, etc. Additional discounts are not mandatory, but may be evaluated, if offered. Fisher Scientific offers a comprehensive commodity discount schedule.

4.10.7 (M) DISCOUNTS TO REMAIN FIRM OR GREATER: The percentage discount from the Contractor's submitted price schedule is not to decrease for all updates or revisions of Contractor's price schedule during the life of the Contract and any subsequent contract renewals; however, Contractor may increase the discount at any time. New items or replacement products are to be discounted at the same (or greater) rate as similar products or replaced items. Discount percentages will remain firm for the life of the contract. Fisher Scientific will undertake to pass on price decreases at regular price adjustment intervals in the form of increased discounts. Typically, price changes for items with any price reductions are made at the time the supplier makes the distributor aware of such changes.

4.10.8 (M) PRICE NEGOTIATION DURING CONTRACT TERM

Contractor is expected to continuously negotiate with manufacturers to obtain improved discounts and extend improved pricing to Ordering Entities. Contractor must agree to negotiate in good faith to establish ceiling prices or other more favorable Terms and Conditions applicable to future orders during the term of the Contract. Fisher Scientific acknowledges. Please note that typically, price reductions are available through lower prices rather than greater discounts.

In addition, numerous promotions are offered throughout the year by Fisher Scientific and the manufacturers for whom we are a distributor. These promotions usually consist of price reductions for a specific period of time or other specific product or item at the time of purchase. All manufacturer promotions and incentives are made subject to the terms and conditions of the existing promotion or incentive. Fisher Scientific will honor the promotional price (if lower than the contract price) for the duration of the promotion.

4.10.9 (M) PRICE LISTS & UPDATES: After contract award, Contractor will furnish a "hard copy" and/or an electronic copy (at State's option) of the price list(s) and periodic updates to the Division of Purchasing. Contractor will also furnish "hard copy" and/or electronic copy (Ordering Entity's option) to all Ordering Entities for which account numbers have been established. Contractor will distribute price lists in a timely manner as they become effective. Per Amendment 1 posted May 14, 2010 - Price increases may be requested as detailed in §6.2.3. Updates shall be simultaneous for the entire line of products. All price lists and website access/ordering capabilities will be supplied to the Ordering Entities at no additional cost.

Per Amendment 1 posted May 14, 2010 - §4.10.9 is amended to require one original and SEVEN copies of the Technical Proposal.

Fisher Scientific will provide an electronic copy of the price list to the Purchasing Division and established ordering entities. Printing of hard copy price books has been discontinued in keeping with our commitment to green sustainable initiatives.

4.10.10(M) PRICE LIST ACCESS: At any time during the Contract and for a three (3) year period following the end of the Contract, the State reserves the right to request from the Contractor access to and / or a copy of the applicable price list used for the Contract's pricing basis for Contract pricing verification. Failure to provide the requested price list within three (3) business days following the State's request may result in Contract termination. Fisher Scientific acknowledges and will do all that is possible to meet the three-day requirement. However, please be aware that price lists are typically updated quarterly, and additional lead time and notice may be needed in some circumstances.



**Response to RFP 02268
Discount Schedule**

| Fisher Scientific | | Unit Price | | WSCA Fisher Contract 2002- 2010 | Change in Discount |
|-------------------|-----------------------------|--|-------|---|--------------------------|
| 001 | Fisher Mfg. Equipment | Centrifuges, rotors, incubator ovens, muffle furnaces, pH meters, isotherm ovens, water baths, versa bath hotplates. | | | |
| 002 | FSE Furniture | FSE Furniture. | 26.0% | 22.0% | 4.0% |
| 005 | Fisher Apparatus & Supplies | Mechanical balances, weights, burners, adapters, rotors, clamps, hotplates, stirrers, dry block, electrodes support stands, flexaframes. | 5.0% | 3.0% | 2.0% |
| 007 | Low Volume Apparatus | Low Volume Apparatus. | 22.0% | 30.0% | -8.0% |
| 008 | Low Volume Consumables | Low Volume Consumables. | 12.0% | 10.0% | 2.0% |
| 009 | Low Volume Equipment | Low Volume Equipment. | 22.0% | 10.0% | 12.0% |
| 010 | Equipment Accommodation | Centrifuges, rack cages, rotors, evaporators, furnace tubes, refrigerators. | 10.0% | 10.0% | 0.0% |
| 011 | Equipment | Vacuum pumps, centrifuges, stereo scopes, microscopes, tuttnauer autoclaves, furnaces, hotplates/stirrers, pH meters, circulators, freezers, turbidimeters, lab refrigerators. | 20.0% | 20.0% | 0.0% |
| 012 | Equipment | Vacuum pumps, microscopes/accessories, balances, centrifuges, conductivity meters, freezer dryers, furnaces, incubators, ovens, pH meters, motorized minipipet, freezers, water baths, blowers, hood protectors. | 25.0% | 28.0% | -3.0% |
| 013 | Apparatus & Supplies | Microwave knives, gloves, metering tubes/floats, floats, tube nozzles, syringes, flask clamps, heaters. | 20.0% | 22.0% | -2.0% |
| 014 | Apparatus & Supplies | Scope accessories, adapters, chromatography paper, extract thimbles, filter paper, syringes, gloves, heaters, electrodes, culture tubes, cable covers, pipets turbidimeter. | 24.0% | 18.0% | 6.0% |
| 015 | Apparatus & Supplies | Belt guards, animal cages, weights, tissue grinder, Petri dishes, conductivity meters, filters, flasks, adapters, flow meter, heating tape, mantles, pump tube, electrodes, dispensers, stirrers, stoppers, needles, culture tubes, microcentrifuge. | 30.0% | 23.0% | 7.0% |
| | | | 33.0% | 27.0% | 6.0% |

Response to RFP 02268
Discount Schedule

| Fisher Code | WSCA Item | Discount | WSCA Fisher Contract 2002-2010 | Change in Discount |
|-------------|--|----------|--------------------------------|--------------------|
| 016 | Apparatus & Supplies Gloves, ampoules, filters, weights, balances, beakers, bottles, centrifuge tubes, serum bottles, Petri dishes, syringes, spectra mesh, gas samples bags, hotplates, heating tape, thermo flaks, UV lamps, aluminum ladders, scientific pens, reipets, HC tubes, safety stopper, tanks, probes. | 33.0% | 33.0% | 0.0% |
| 017 | Apparatus & Supplies Statfree wear, vacutainer tubes, vials, bottles, centrifuge tubes, crucible, tissue grinder, dessicator plate, funnels, gloves, viscometers, pipets, pens, tempilstik, test tube holder, lattice rod, syringes, micro dispenser. | 33.0% | 33.0% | 0.0% |
| 018 | Apparatus & Supplies Lab coats, coveralls, twirl bags, weights, beakers, bottles, vials, burets, sieves, centrifuge tubes, cylinders, dessicators, flasks, funnels, gloves, jars, autoclave tape, cover glasses, RTK labels, tubing, stir bars, racks, tanks, hydrion, connectors, microtiter. | 40.0% | 44.0% | -4.0% |
| 019 | Apparatus & Supplies Anti-static coats, weights, vacutainer tubes, screw caps, bottles, gloves, magnifiers, electrodes, pipets, pumps, sieves, thermometers. | 38.0% | 44.0% | -6.0% |
| 020 | Apparatus & Supplies Lab coats, weights, vials, burets, gloves, viscometers, C-flex tubes, swabs, thermometers, connector tubes. | 38.0% | 55.0% | -17.0% |
| 021 | Apparatus & Supplies Lab coats, autoclaving bags, weights, beakers, bottle brushes, burets, centrifuge tubes, corks, cylinders dessicator, dissecting blades/kits, fire extinguishers, gloves, hydrometers, labels, tapes, magnifiers, thermometers, pens, pipets, scissors, forceps, rubber stoppers, tubings, spatulas, desiccators, vials. | 38.0% | 55.0% | -17.0% |
| 022 | Corning Std. & Alt. Unit Beakers, tube adapters, bottles, burets, centrifuge tubes, cylinders, Petri dishes, flasks, funnels, vycor glass, stoppers, stopcocks, pipets, test tubes, connecting tubes. | 36.0% | 42.0% | -6.0% |
| 023 | Kimble Std. & Alt. Unit Beakers, weigh bottles, burets, condenser cylinders, flasks, funnels, glass tubing, graduate pharm, stoppers, test tubes, centrifuge tubes. | 39.0% | 42.0% | -3.0% |
| 024 | FSCO Pipets OST pipets, TC-TD pipets, volumetric pipets, mohr pipets, bacteria pipets, sero pipets, kolmer pipets, lang pipets, kirk pipets. | 38.0% | 34.0% | 4.0% |

Response to RFP 02268
Discount Schedule

| | | | | Unit Price | WSCA Fisher Contract 2002-2010 | Change in Discount |
|------------|------------------------------------|--|--|------------|--------------------------------|--------------------|
| 025 | FSE Chemicals | FSE Chemicals. | | 15.0% | 3.0% | 12.0% |
| 026 | FSE Equipment | FSE Equipment > \$250. | | 15.0% | 3.0% | 12.0% |
| 027 | Proprietary | Cell acetate, pump tubing, Cameo I & II, PTFE filters, glass filter, discs, emery roll, belts, cut-off wheel nylon, nylon membranes, membrane discs, weights, filter paper, UV lamps, lab ranger, adapter, storage box, shelves. | | | | |
| 028 | Proprietary | Fisher Private Label instruments - vacuum pumps, balances, rellances, pressure vessels, circulators, recorders, freezers, stirrers. | | 22.0% | 38.0% | -16.0% |
| 029 | Platinum ware - Apparatus | Apparatus platinum ware. | | 22.0% | 22.0% | 0.0% |
| 030 | Fisherbrand Hi Vol Consumables - 1 | Cover glass, slides, vials, serum separators, pipet disposables, culture tubes, microtubet disposable tips. | | 25.0% | 20.0% | 5.0% |
| 031 | Fisherbrand Hi Vol Consumables - 2 | Autoclave bags, PP beakers, tainer tops, filter paper, gloves, cover glass, nylon membranes, urisystem, test tubes, blood buffer, culture tubes. | | 50.0% | 55.0% | -5.0% |
| 032 | ICN BioChemicals | Molecular Biology. | | 48.0% | 55.0% | -7.0% |
| 033 | Acros Chemicals | Acros Chemicals. | | 3.0% | 3.0% | 0.0% |
| 034 | Eastman Chemicals | Eastman Chemicals. | | 12.0% | 7.0% | 5.0% |
| 035 | ICN RadioChemicals | Molecular Biology. | | 10.0% | 5.0% | 5.0% |
| 036 | Vendor Diagnostics | Clintest, animal blood, chemstrip, shigella, ames. | | 10.0% | 3.0% | 7.0% |
| 037 | Vendor Diagnostics | Diagnostics includes: Bayer, BBI, Difco, Organon, Roche, Smith Kline, Ciba Corning, Oxford Labware, Whale Scientific, Carter Wallace | | | 16.0% | -6.0% |
| 038 | Vendor Diagnostics | ATT Orion, BBI, Edge Biological, Gugol Stain, Technical Products, Laboratory Diagnostics, L & F Prods., Medstat, Michclone Assoc., Pharmacia Adria Labs, Roche, Stanbio, Smith Kline, Custom Labs, Ventrex, Precision Systems. | | 26.0% | 25.0% | 1.0% |
| 041 | Celline | Celline, saline solution, linear enzymatic, hematall reagent, PNPP reagent. | | 25.0% | 44.0% | -18.0% |
| 042 | Hematall Reagents | Coulter cards, Hematall reagents, carbol, iodine solution, safranin. | | 25.0% | 3.0% | 22.0% |
| 043 | Hematall Controls | Hematall controls. | | 25.0% | 3.0% | 22.0% |
| 044 | Specialty - Controls | Specialty - Controls | | 25.0% | 0.0% | 25.0% |
| 047 | Corning/Costar Tissue Culture | Corning/Costar Tissue Culture | | 25.0% | 24.0% | 1.0% |

**Response to RFP 02268
Discount Schedule**

| Fisher Catalog | Product Description | Current Price | WSCA Fisher Contract 2002-2010 | Change in Discount |
|----------------|---|---------------|--------------------------------|--------------------|
| 048 | Falcon Tissue Culture | 25.0% | 20.0% | 5.0% |
| 049 | Nunc Tissue Culture | 25.0% | 28.0% | -3.0% |
| 054 | Stains & Fixatives | 22.0% | 10.0% | 12.0% |
| 055 | Life Science | 10.0% | 18.0% | -8.0% |
| 056 | Fisher Microscopes | 22.0% | 30.0% | -8.0% |
| 057 | Life Science Instruments | 10.0% | 3.0% | 7.0% |
| 058 | Kontes | 20.0% | 3.0% | 17.0% |
| 059 | Furniture - Fisher | 10.0% | 24.0% | -14.0% |
| 060 | Kontes Glassware | 20.0% | 18.0% | 2.0% |
| 061 | Furniture - Fisher Hamilton | 10.0% | 20.0% | -10.0% |
| 062 | Kimble-Kontes | 20.0% | 10.0% | 10.0% |
| 063 | Corning - Std. Unit Only | 34.0% | 42.0% | -8.0% |
| 064 | Kimble Glass - Std. Unit Only | 39.0% | 42.0% | -3.0% |
| 066 | Mallinckrodt SB Small Bulk Solvents | 10.0% | 35.0% | -25.0% |
| 067 | Mallinckrodt CB Carboy Acids | 10.0% | 20.0% | -10.0% |
| 068 | Mallinckrodt RP Precious Metals | 25.0% | 45.0% | -20.0% |
| 069 | Mallinckrodt SC Spill Control / Safety Products | 25.0% | 20.0% | 5.0% |
| 070 | Mallinckrodt Silica Gels | 25.0% | 15.0% | 10.0% |
| 071 | EM Science | 10.0% | 32.0% | -22.0% |
| 072 | EM Science | 10.0% | 15.0% | -5.0% |
| 073 | FSE Supplies | 15.0% | 3.0% | 12.0% |
| 074 | FSE Microscopes | 15.0% | 3.0% | 12.0% |
| 075 | Corning Micro Chemware (VN8481, VN2047) | 20.0% | 33.0% | -13.0% |

Response to RFP 02268
Discount Schedule

| Fisher Scientific Item # | Fisher Scientific Description | Fisher Unit Price | WCSA Fisher Contract 2002-2010 | Change in Discount |
|--------------------------|--|-------------------|--------------------------------|--------------------|
| | | | | |
| 076 | Corning Plus Glassware (VN2049) | 20.0% | 18.0% | 2.0% |
| 077 | Promega I - Wizard Kits | 20.0% | 22.0% | -2.0% |
| 078 | Promega I - Enzymes and Markers | 20.0% | 24.0% | -4.0% |
| 079 | Electrophoresis | 22.0% | 24.0% | -2.0% |
| 080 | Electrophoresis | 22.0% | 18.0% | 4.0% |
| 081 | Life Science Biochemicals | 28.0% | 32.0% | -4.0% |
| 083 | Life Science Products | 15.0% | 3.0% | 12.0% |
| 084 | Life Science Products | 10.0% | 15.0% | -5.0% |
| 086 | Life Science Products | 10.0% | 15.0% | -5.0% |
| 087 | Chromatography Supplies Accommodation Items | 13.0% | 3.0% | 10.0% |
| 088 | Chromatography Supplies | 13.0% | 10.0% | 3.0% |
| 089 | Chromatography Supplies | 15.0% | 10.0% | 5.0% |
| 090 | Chromatography Supplies | 13.0% | 18.0% | -5.0% |
| 091 | Chromatography Specialties | 20.0% | 3.0% | 17.0% |
| 092 | Millipore | 10.0% | 15.0% | -5.0% |
| 096 | First Aid | 40.0% | 33.0% | 7.0% |
| 097 | FSE Preserved | 15.0% | 3.0% | 12.0% |
| 099 | Leather Safety Footwear | 8.0% | 0.0% | 8.0% |
| 101 | Solvents ACS | 70.0% | 82.0% | -12.0% |
| 102 | Solvents, Laboratory | 70.0% | 55.0% | 15.0% |
| 103 | Solvents, Histological | 70.0% | 88.0% | -18.0% |
| 104 | Solvents, HPLC (purity) | 65.0% | 77.0% | -12.0% |
| 105 | Solvents, 99% MOL | 70.0% | 55.0% | 15.0% |
| 106 | Solvents, Pesticide | 70.0% | 30.0% | 40.0% |
| 107 | Solvents, Spectroanalyzed | 70.0% | 77.0% | -7.0% |
| 108 | Solvents, NF / USP / FCC | 70.0% | 77.0% | -7.0% |

Response to RFP 02268
Discount Schedule

| Fisher Contract | Description | Discount | WCSA Fisher Contract 2002-2010 | Change in Discount |
|-----------------|------------------------------|----------|--------------------------------|--------------------|
| | | | | |
| 109 | Solvents, Optima | 65.0% | 58.0% | 7.0% |
| 112 | Solutions, Normality/Std. | 60.0% | 64.0% | -4.0% |
| 113 | Solutions, Atomic Absorb. | 60.0% | 35.0% | 25.0% |
| 114 | Solutions, Buffers | 60.0% | 78.0% | -18.0% |
| 115 | Solutions, Other | 60.0% | 88.0% | -28.0% |
| 119 | Organics, Stains | 60.0% | 73.0% | -13.0% |
| 120 | Organics | 60.0% | 82.0% | -22.0% |
| 124 | Inorganics, Salts, Dyes, ACS | 65.0% | 82.0% | -17.0% |
| 125 | Inorganics, Salts, Dyes-Tch | 60.0% | 80.0% | -20.0% |
| 126 | Inorganics, Precious Metals | 60.0% | | |
| 127 | Inorganics, Absorbents | 60.0% | 35.0% | 25.0% |
| 128 | Inorganics, NF / USP / FCC | 60.0% | 55.0% | 5.0% |
| 132 | Big 5 | 50.0% | 35.0% | 15.0% |
| 133 | Other | 60.0% | 70.0% | -10.0% |
| 137 | Bulk, Solvents 20L, 200L | 60.0% | 35.0% | 25.0% |
| 138 | Bulk, Solutions 20L | 50.0% | 80.0% | -30.0% |
| 139 | Bulk, Inorganic | 50.0% | 45.0% | 5.0% |
| 140 | Bulk, Organics | 50.0% | 45.0% | 5.0% |
| 141 | Bulk, Acids | 50.0% | 35.0% | 15.0% |
| 142 | Bulk, Absorbents | 50.0% | 35.0% | 15.0% |
| 143 | Bulk, Chemicals | 50.0% | 64.0% | -14.0% |
| 148 | LSC Cocktails | 10.0% | 15.0% | -5.0% |
| 149 | Performance Cocktails | 10.0% | 35.0% | -25.0% |
| 150 | GC Resolv Solvents | 65.0% | 10.0% | 55.0% |
| 151 | Fisher Pak | 15.0% | 0.0% | 15.0% |
| 152 | PrepSep | 15.0% | 35.0% | -20.0% |
| 153 | Tissue Prep | 18.0% | 35.0% | -17.0% |
| 154 | Chemicals 1 | 10.0% | 20.0% | -10.0% |

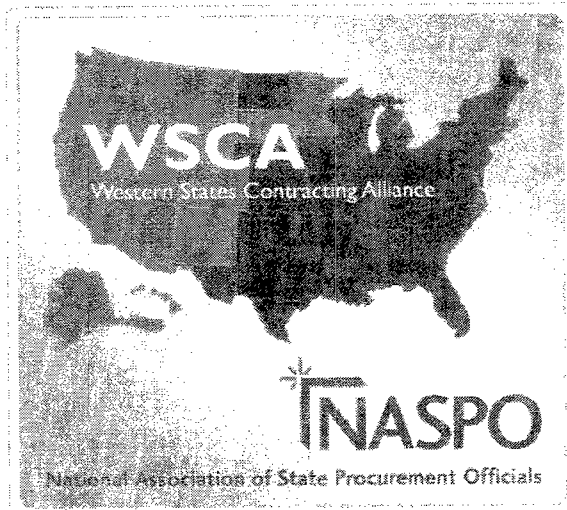
Response to RFP 02268
Discount Schedule

| Item | Product Description | Unit | WCSA Fisher Contract 2002- 2010 | Change in Discount |
|------------|--|-------|---|--------------------------|
| 155 | Downsized Items | 10.0% | | |
| 156 | Scinti Cocktails | 10.0% | 35.0% | -25.0% |
| 157 | Chemicals 2 | 10.0% | 20.0% | -10.0% |
| 158 | MSA & Scott and complete units | 10.0% | 20.0% | -10.0% |
| 159 | MSA & Scott excluding complete units | 10.0% | 10.0% | 0.0% |
| 160 | Mallinckrodt, GE GenAR Products | 10.0% | 10.0% | 0.0% |
| 161 | Mallinckrodt, SP Specialty Products | 10.0% | 24.0% | -14.0% |
| 162 | Mallinckrodt, GD Gen Line Dries | 15.0% | 10.0% | 5.0% |
| 163 | Mallinckrodt, RA Reagent Acids | 10.0% | 60.0% | -50.0% |
| 164 | Mallinckrodt, GS Gen Line Reagent Solvents | 10.0% | 60.0% | -50.0% |
| 165 | Mallinckrodt, SD Small Bulk Dries | 20.0% | 10.0% | 10.0% |
| 166 | Mallinckrodt, LS Large Bulk Solvents | 20.0% | 35.0% | -15.0% |
| 167 | Mallinckrodt, DO Drop Ship Organics | 20.0% | 21.0% | -1.0% |
| 168 | Mallinckrodt, SO Stock Organics | 20.0% | 21.0% | -1.0% |
| 169 | Mallinckrodt, ST Standard Solutions | 20.0% | 28.0% | -8.0% |
| 170 | Mallinckrodt, BT Life Sciences | 20.0% | 50.0% | -30.0% |
| 171 | Safety Instruments | 20.0% | 24.0% | -4.0% |
| 172 | Safety Cabinets / Capital Equipment | 10.0% | 10.0% | 0.0% |
| 173 | Safety, PPE-Specialty Products | 35.0% | 35.0% | 0.0% |
| 174 | Safety, PPE-Core Products | 30.0% | 20.0% | 10.0% |
| 175 | Safety, PPE-Commodity Products | 25.0% | 20.0% | 5.0% |
| 176 | Safety, Gloves Specialty Products | 32.0% | 28.0% | 4.0% |
| 177 | Safety, Gloves Core Products | 25.0% | 20.0% | 5.0% |
| | | 40.0% | 32.0% | 8.0% |

Response to RFP 02268
Discount Schedule

| Fisher Scientific | | Product Description | Current Discount | WSCA Fisher Contract 2002-2010 | Change in Discount |
|--|--|--|------------------|--------------------------------|--------------------|
| 178 | Safety, Gloves Commodity Products | Cotton, jersey, inspectors, exam gloves, latex & vinyl, poly. | 40.0% | 63.0% | -23.0% |
| 179 | Safety, Respirator Specialty | SCBAs, EEBA's, PD Airline, con | 20.0% | 20.0% | 0.0% |
| 180 | Safety, Respirator Core | Disposable respirators, reusable, 1/2 mask, full face mask, gas mask, cartridges, filters, spare parts, cleaning equipment, white can air hat, snap cap. | 25.0% | 20.0% | 5.0% |
| 181 | Safety, Footwear | Shoes, boots, socks, Bata rubber boots. | 33.0% | 33.0% | 0.0% |
| 182 | Safety, Contamination Control | Cleanroom wipes, pads, swabs, static shield bags, tacky mats, grounding cables. | 25.0% | 20.0% | 5.0% |
| 183 | Safety, Miscellaneous Specialty Products | Matting, industrial & lab mirrors, nomex shirt & pants, coveralls. | 38.0% | 38.0% | 0.0% |
| 184 | Safety, Miscellaneous Core Products | Safety cans, biohazard kits, coveralls-tyrek, shoe covers, isoclean. | 37.0% | 37.0% | 0.0% |
| 185 | Safety, Miscellaneous Commodity Products | Miscellaneous Safety items. | 15.0% | 10.0% | 5.0% |
| Note: When the calculated price for a catalog product falls below Fisher Scientific's cost plus 11%, the price charged will be cost plus 11%. | | | | | |
| | | Average Discount | 29.10% | 30.30% | -1.20% |

Discovering Innovative Procurement Solutions for



Response to RFP 02268 for **Laboratory Equipment & Supplies** Technical Volume

Prepared by: J.T. McGuire
Fisher Scientific
2000 Park Lane
Pittsburgh, PA 15275

June 2010

ONE SOURCE. INFINITE SOLUTIONS.



1 GENERAL INFORMATION

1.1 PURPOSE

The state of Idaho (the "State") is requesting proposals from qualified vendors to supply a full catalog of laboratory equipment and supplies to State agencies, as well as to all participating National Association of State Procurement Officials (NASPO) members, on an as-requested basis, at various locations throughout the geographic regions of all participating NASPO members. In addition to the nationwide full line catalog contract, the State is also requesting proposals from vendors for several identified bands of laboratory equipment and supplies, which may result in nationwide participation or which may be limited to defined geographic regions for each identified band, as NASPO determines to be in the participating members' best interest. The resulting contract(s) will be permissive use price agreements for NASPO participating states, for use in the participating states as provided in each state's Participating Addendum (See §1.2.5, below). The resulting contract (to the extent that it serves Idaho) will be considered an "open contract" for state of Idaho agencies, subject to the requirements of I.C. 67-5717(9).

Fisher Scientific acknowledges.

1.2 BACKGROUND

1.2.1 There are currently two multi-state cooperative contracts for use by the various states and political subdivisions, for laboratory equipment and supplies. These cooperative contracts are currently set to expire on June 30, 2010. One contract is a Western States Contracting Alliance (WSCA) cooperative contract, with Idaho as the administrator; the other is a NASPO contract, with Arkansas as the administrator. A number of states (as well as a multitude of political subdivisions) regularly purchase off of one or both of these contracts. The current annual spend for the current NASPO and WSCA contracts is approximately \$20M. Historical annual usage data is attached as **Attachment 1**.
Fisher Scientific acknowledges.

1.2.2 The NASPO directors determined that the cooperative purchasing needs of the states would best be served by implementing a laboratory equipment and supplies contract through NASPO; rather than continuing with both a WSCA and a NASPO contract.
Fisher Scientific acknowledges.

1.2.3 This procurement may result in multiple awards, in which case "Contract" and "Contractor," as used throughout this RFP, should be read in the plural, as appropriate for the context.
Fisher Scientific acknowledges.

1.2.4 The resulting contract will be awarded for the use of all NASPO states. States that currently intend to participate are: Alaska, Arkansas, Colorado, Georgia, Hawaii, Idaho, Kentucky, Louisiana, Michigan, Mississippi, Missouri, Montana, Nevada, North Dakota, Ohio, Oklahoma, Oregon, South Carolina, South Dakota and Vermont.
Fisher Scientific acknowledges.

1.2.5 States not listed in §1.2.4, above, may determine to participate at any time, by executing a Participating Addendum with the Contractor. Public agencies (political subdivisions and other authorized entities) within each state may also participate, with the authorization of their home state and approval of the Contractor.
Fisher Scientific acknowledges.

1.3 SCHEDULE OF EVENTS

- 1.3.1 Proposers Conference May 4, 2010
- 1.3.2 Questions Due May 7, 2010
- 1.3.3 Closing Date May 28, 2010 – Per Amendment 1 posted May 14, 2010:
The Closing Date has been extended to
5:00 P.M. MT, June 2, 2010.

Fisher Scientific acknowledges.

1.4 PROPOSERS CONFERENCE

A **non-mandatory** Proposers Conference is scheduled for 1 p.m. on May 4, 2010, in Boise, Idaho. Vendors may obtain detailed information on the location of the Conference; and may arrange to participate by phone, by requesting instructions from Sarah Hilderbrand (contact information provided in §1.5, below) at least 5 calendar days prior to the scheduled Conference. Questions regarding the substantive portions of the RFP will be received at the Proposers Conference. Answers will be provided during the Conference, if available. All written questions presented at the Proposer's Conference, along with those submitted prior to the deadline for receipt of questions, will be answered in the form of an Amendment to the RFP, which will be posted to the State's eProcurement System, IPRO (<http://ipro.sicomm.net/IPRO>).

Fisher Scientific was represented at the Proposer's Conference by Senior Sales Representative, Brent Boyle.

1.5 QUESTIONS, CORRESPONDENCE AND CONTRACT ADMINISTRATION

The State of Idaho Division of Purchasing is the issuing state for this procurement and has been designated as the lead and administrative state for contract administration. All correspondence related to this RFP will be in writing. In the event that it becomes necessary to revise any part of this RFP, addenda will be posted at IPRO. It will be the responsibility of the Proposer to monitor IPRO for any updates or amendments. Any oral interpretations or clarifications of this RFP shall not be relied upon. All changes to this RFP must be in writing and posted at IPRO to be valid.

This solicitation is issued by the Division of Purchasing via IPRO. The Division of Purchasing is the only contact for this solicitation. **Written questions must be submitted via mail, e-mail or fax to:**

Sarah Hilderbrand, Purchasing Officer / State of Idaho, Division of Purchasing
P.O. Box 83720, Boise, ID 83720
E-mail: sarah.hilderbrand@adm.idaho.gov OR Fax: 208.327.7320

The deadline for receipt of questions is provided in §1.3, above. To be considered, questions must be received by 11:59 p.m. Mountain Standard Time, on that date. Answers to Vendor Questions will be posted at IPRO in the form of an Amendment to the RFP.

In the event that the state of Idaho is unable to fulfill the duty of contract administration, the Arkansas Office of State Procurement will assume the duties of Contract Lead and Administration. The State of Idaho will provide written notice to Contractor of any change in contract lead / administration.

Fisher Scientific acknowledges.

1.6 CONTRACT TERM

The resulting contract will be effective for a 3 year period after date of award, with the option to renew for up to 2 additional periods of 1 year each.

Fisher Scientific acknowledges.



1.7 INCORPORATION OF TERMS AND CONDITIONS

The laws of the state of Idaho shall govern this procurement and resulting contract.

The state of Idaho's current **Solicitation Instructions to Vendors** and **Standard Contract Terms and Conditions** are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. They are located on the Internet at <http://adm.idaho.gov/purchasing/purpubs.htm>. If you do not have access to the Internet, you may contact the Division of Purchasing at 208-327-7465 to obtain a copy of these documents.

The NASPO Standard Terms and Conditions are attached as **Attachment 2**, and incorporated by this reference. In the event of any inconsistencies, the State's terms and conditions will take precedence.

Each participating state may have unique terms and conditions, which will be incorporated in Participating Addendums for each respective state. Terms and Conditions applicable to a Participating Addendum apply only to purchases by that state and its ordering entities. **If you have questions regarding the Terms and Conditions or other requirements of this RFP you must address these during the Question and Answer period.** Fisher Scientific acknowledges.

1.8 PUBLIC AGENCY CLAUSE, NASPO and NON PROFIT ORGANIZATIONS

Vendor(s) awarded the full line catalog must accept orders from and extend contract prices to all members of NASPO; however, vendors (for bands other than the full line catalog) which limit their proposal to an identified region will only be required to service the region awarded for the band. Public agencies within a member state must obtain authorization from their home state in order to participate. For the state of Idaho, "Public Agency" means any city or political subdivision of this State, including, but not limited to counties; school districts; public universities and community colleges; highway districts; port authorities; instruments of counties; cities or any political subdivision created under the laws of the State of Idaho.

Each Proposer must indicate its express agreement to this clause on **Attachment 3**, which must be completed and returned with the Proposer's Technical Proposal Response. Failure to do so will result in a finding that the proposal is non-responsive, and it will receive no further consideration.

In addition to allowing participation by public agencies, several NASPO states allow nonprofit corporations/organizations, which meet that states' particular requirements (e.g. membership in a purchasing cooperative) to purchase off of cooperative contracts executed by that state. Indicate on **Attachment 3**, whether you agree to sell the goods on the resulting contract to nonprofit organizations within states which allow for such participation. Fisher Scientific acknowledges.

1.9 DEFINITIONS

"Lead State" is the State of Idaho.

"NASPO" Means the **National Association of State Procurement Officials**, which is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information and cooperate to attain greater efficiency and economy.

"NASPO Initial States" are states that have indicated their intent to participate at the time of RFP release.

"Ordering Entity" a state which has executed a Participating Addendum or other public agency authorized to place orders against the resulting contract.

"WSCA" Means the Western States Contracting Alliance, a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, special districts, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.
Fisher Scientific acknowledges.

2. SPECIFICATIONS AND REQUIREMENTS

2.1 ESTIMATES OF USE

The quantities listed in **Attachment 1** are based on the historical dollar value of both the current WSCA and NASPO cooperative contracts for lab equipment and supplies. These are provided as a guide for estimates of use only and are not guarantees of quantities to be purchased through the resulting contract. The actual quantities to be ordered and actual volume(s) of use are not known and may vary a great deal from those listed. NASPO estimates that the annual spend for all states indicating an Intent to Participate could approximate \$49M annually; however **NO MINIMUM ORDER QUANTITIES ARE GUARANTEED.**

Fisher Scientific acknowledges.

2.2 CUSTOMER SERVICE REPRESENTATIVES

Proposers must designate a Contract Manager, as specified in §4.5, below; as well as a network of technical experts, customer service representatives and local sales representatives capable of adequately serving all Ordering Entities under the resulting contract.

Fisher Scientific acknowledges.

2.3 SILENCE OF SPECIFICATIONS

The apparent silence of these specifications as to any detail, or the apparent omission from them of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used.

Fisher Scientific acknowledges.

2.4 ORDERING

Contractor must establish and maintain a toll free phone number as well as an Internet-based ordering system for order placement, order inquiry, price and availability inquiries. Contractor must establish a wait time to place an order of less than 3 minutes. Contractor must maintain a web site, accessible by both the Ordering Entity and the Division of Purchasing, for the resulting contract. The web site, at a minimum, must:

2.4.1 Allow Participating Entities to search Contractor's catalog based on key word, brand name, description, etc.;

Fisher Scientific acknowledges.

2.4.2 Provide List Price, Discount information and Contract Pricing;

Fisher Scientific acknowledges.

2.4.3 Allow Participating Entities to place an order on-line, with a secure means for storing procurement card information;

Fisher Scientific acknowledges.

2.4.4 Provide tracking/status information after an order is submitted;

Fisher Scientific acknowledges.

2.4.5 Maintain a database for each Participating Entity, identifying the entity by a unique number, and containing an up-to-date listing of equipment and supplies which have been ordered during the life of the contract; the date and status of each order (including the date of delivery); the quantity and pricing; as well as the contact information for the individual at the Participating Entity that placed the order.

Fisher Scientific acknowledges.

- 2.4.6 Provide training materials and FAQ's for use of the website and the contract; as well as troubleshooting tips;
Fisher Scientific acknowledges.
- 2.4.7 Provide contact information for ordering, billing, credit, service and other complaints/issues;
Fisher Scientific acknowledges.
- 2.4.8 Provide a current list of names and contact information for all of Contractor's sales representatives assigned to support the Contract, identifying the geographic area assigned to each one.
Fisher Scientific acknowledges.

2.5 ADMINISTRATIVE FEE

ADMINISTRATIVE FEE: The Contract prices proposed by Contractor and paid by Participating Entities shall include a contract usage administrative fee of one-half of one percent (0.5%). The percentage shall represent NASPO's contract usage administrative fee. No less than quarterly, the Contractor shall remit an amount equal to 0.5% of the Contractor's net (sales minus credits) quarterly Contract purchases to:

See **Attachment 4** for NASPO reporting requirements

This Administrative Fee will be accompanied by the corresponding quarterly report for all sales in the format provided in **Attachment 5**.

The NASPO Policy Board of Directors and the NASPO Cooperative Purchasing Committee approved the Administrative Fee. The NASPO Administrative Fee is not negotiable.

Failure to properly remit the Administrative Fee, in accordance with the terms and conditions of the Contract, may be considered an event of default, and be cause for termination.

In each Participating Addendum, participating states may add language establishing dollar requirements, require permissive or mandatory use of the Contract for their respective state, or other criteria required by each State, depending on their statutes, policies and procedures, or as mandated by each State Purchasing/Procurement Director as outlined in their individual Participating Addendum. Each state may also negotiate with the contractor to establish an additional administrative fee back to that particular state, for purchases made by Ordering Entities within that state. The negotiation of any additional administrative fees as well as any other state-specific terms and conditions, will be solely up to each state and the Contractor, and must be memorialized in that state's Participating Addendum.

A 1.25% Administrative Fee will apply to all purchases made under the resulting contract by state of Idaho Agencies. On a quarterly basis, the Contractor shall remit to the State of Idaho an amount equal to one and one-quarter percent (1.25%) of the Contractor's net (sales minus credits) quarterly Contract sales. Administrative Fee payments to the state of Idaho are due no later than 30 days after the end of the quarter. Contractor shall furnish reports of purchases made under the Contract with each required Administrative Fee payment (no later than 30 days after the end of each quarterly period).

| | | |
|-------------------------------------|-------------|-----------------|
| State of Idaho Reporting Time Line: | 1st Quarter | July 1- Sept 30 |
| | 2nd Quarter | Oct 1 – Dec 31 |
| | 3rd Quarter | Jan 1 – Mar 31 |
| | 4th Quarter | Apr 1 – Jun 30 |

The reports shall be in the same format as designated in **Attachment 5**.
Fisher Scientific acknowledges.

2.6 MINIMUM ORDER

Contractor may establish a *minimum* order quantity no greater than \$50 per order, under which it may assess delivery charges. Orders in excess of the minimum order quantity will be delivered FOB Destination, inside delivery.

For orders totaling less than \$50 per order, or Proposer's stated Minimum Order Quantity (See #), whichever is lower, the Ordering Entity will pay the actual freight charges unless waived by the Contractor at time of order placement. Ordering Entities requesting special handling (Fed Ex, UPS Next Day, etc.) may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.

Ordering Entities will be encouraged to consolidate orders on a weekly basis, where practical; and to consolidate orders for hazardous chemicals, in order to minimize hazardous materials fees.
Fisher Scientific acknowledges.

2.7 PACKAGING, DELIVERY, FUEL SURCHARGE

- 2.7.1 Delivery is FOB Destination, inside delivery, to the Ordering Entity's specified address. Contractor will ship routine consumable items within 48 hours after receipt of order (ARO). All other equipment and supplies must be delivered within 7 days ARO, unless a longer delivery time is agreed to by the Ordering Entity. Contractor will be required to notify the Ordering Entity within 24 hours of order placement, if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Ordering Entity may cancel the order without penalty, and make the purchase elsewhere.
Fisher Scientific acknowledges.
- 2.7.2 Delivery charges will not be charged for orders that in excess of the stated minimum when placed, but fall below the minimum order amount due to backordering or delayed shipping from the Contractor.
Fisher Scientific acknowledges.
- 2.7.3 Delivery charges will not be allowed for items shipped from a 3rd party vendor as long as the original order exceeds the minimum amount stated.
For third party orders, Fisher Scientific will pass on actual freight charges. Please note, that on third party orders, Fisher Scientific is acting as the ordering entity's agent and does not take title to the goods involved.
- 2.7.4 If any items ordered have special packaging (e.g. dry ice), handling (e.g. next day delivery required), or a special pricing arrangement has been made between the manufacturer and the Participating State that will require the Contractor to charge additional shipping, these items must be marked / flagged in the ordering system to clearly identify that they are subject to additional charges.
Fisher Scientific acknowledges. Currently, Fisher Scientific's website does not identify which products require special packaging. These charges are added to the invoice after the transaction point.

However, this will not be an issue with this contract because Fisher Scientific has agreed to pay the freight for all orders except for Third Party orders. Charges such as these will not be a factor in this contract.

- 2.7.5 Contractor shall properly package and handle all items ordered under the resulting contract, in accordance with all applicable regulations.
Fisher Scientific acknowledges.
- 2.7.6 Ordering entities requesting special handling (FedEx, NextDay, etc.) of orders may be required by the Contractor to pay additional freight charges not to exceed the carrier's actual freight charges.
Fisher Scientific acknowledges.
- 2.7.7 Remote ordering entities which do not regularly receive service from FedEx, UPS or other common courier services may be required by the Contractor to pay additional freight charges, if any, associated with delivery to the remote location, not to exceed the carrier's *additional* actual freight charges associated with delivery to the remote location. In the alternative, the ordering entity may arrange for an alternate delivery site for which the Contract cost includes all delivery charges.
Fisher Scientific acknowledges. Special handling or air express rush charges incurred at the ordering entity's request will be charged to the ordering entity, and will appear as "Non-Standard Transportation Charge" on the invoice. Those charges are determined by the carrier at the point of shipment and are assessed based on the type of service requested.
- 2.7.8 If fuel prices rise more than 25% above the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP, the State may allow variable fuel surcharge fees to be assessed. The surcharge will be based on the U.S. Department of Energy's average diesel price from the previous month. A request for a fuel surcharge must be approved by the State prior to implementation. No fuel surcharge will be allowed when fuel prices are within 25% of the current U.S. Department of Energy's average diesel price as of the Closing Date of this RFP.
Fisher Scientific acknowledges.
- 2.8 LATE DELIVERY AND FAILURE TO DELIVER**
Contractor shall deliver the equipment and supplies ordered pursuant to the resulting Contract in accordance with all of the terms and conditions contained in this RFP. Repeated failure to meet specified delivery requirements may result in Contract termination, or the State may pursue any other remedies that may be available to it, at its discretion. Contractor shall complete delivery and installation within the time specified in Contractor's proposal, and in no event in excess of the limit specified in §2.7, above).
Fisher Scientific acknowledges, subject to product availability due to manufacturer's backorders and production schedules.
- 2.9 RETURN OF ITEMS**
- 2.9.1 CONTRACTOR ERROR**
Equipment or Supplies which are unacceptable because of quality problems, duplicated shipments, outdated product, breakage, or other issues related to Contractor or product performance, shall be returned at Contractor's expense within five business days after receipt of notification from the Ordering Entity; with no restocking charge. If the original packaging cannot be utilized for the return, Contractor will supply the Ordering Entity with appropriate return packaging within the five business day period. Postage will be paid by Contractor, by issuing an appropriate label to the Ordering Entity via e-mail; and Contractor will assume the

risk of loss in transit. The returned product shall either be replaced with acceptable equipment or supplies; or the Ordering Entity shall receive a credit or refund for the purchase price, at the Ordering Entity's discretion.

Fisher Scientific acknowledges. The customer will take reasonable steps to retain original packaging in such instances in order to return the goods.

2.9.2 ORDERING ENTITY ERROR

Standard stock equipment and supplies ordered in error by Ordering Entities will be returned for credit within 15 days of receipt, at Ordering Entity's expense. Product must be in resalable condition (original container, unused). There shall be no restocking fee if returned products are resalable.

Products ordered in error by an ordering entity may be returned subject to a 20% restocking fee, which may be waived at Fisher Scientific's discretion. Transportation charges incurred to return those products ordered in error will be paid by the ordering entity.

2.10 INVOICING

DO NOT INVOICE THE IDAHO DIVISION OF PURCHASING.

Contractor will invoice the Ordering Entity. All invoices must list the Entity name; unique identification number assigned by Contractor; Contract number (State of Idaho SBPO Number for resulting contract); date ordered; anticipated delivery date; item description, including manufacturer name and model number; list price; discount applied; and net cost to Ordering Entity.

Fisher Scientific acknowledges.

2.11 CUSTOMER ACCOUNT NUMBERS

Contractor must establish unique customer/account identification numbers for use by each individual Ordering Entity. Some Ordering Entities may require (and Contractor will provide) multiple customer/account numbers (e.g. Universities with multiple laboratories).

Fisher Scientific acknowledges.

2.12 STATE PURCHASING CARD

In order to be considered for award, the successful vendor must accept both VISA and MasterCard Procurement/Purchasing Cards.

Fisher Scientific acknowledges.

2.13 TRAINING

Contractor will provide training to all Participating Entities, upon request (no more than one 1 hour training session per Ordering Entity per contract year), at no additional cost to the Participating Entity. Contractor may provide training remotely through videoconferencing, webinars, etc. Training will cover basic use of the website, performing searches, ordering, invoicing, credits, etc.

Fisher Scientific acknowledges.

2.14 RECORDS MAINTENANCE AND REPORTING REQUIREMENTS

QUARTERLY REPORTS: Every three (3) months the Contractor will furnish quarterly reports to NASPO and the Division of Purchasing. Quarterly reports will accompany each Administrative Fee payment required under the resulting contract; and will be furnished electronically, in the format provided as **Attachment 5** (or other format that the state may designate). These reports will include, for each account number, a listing of all items purchased during the prior quarter indicating the Item # and description, the unit list prices, unit net prices after discount, and the total dollar amount (as well as all other elements identified on **Attachment 5**). The Contractor's quarterly report shall include the names of the

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accounts corresponding to the account numbers, as well as the home state for each account. Accounts will be grouped by state, with state agencies grouped separately from political subdivisions/non-state entities (e.g. cities, counties, school districts, water districts, etc.) within the home state. In addition to the individual data, totals for "each individual state," "all NASPO states," and "all political subdivisions/non-state agencies (by state)" must be provided.

Contractor will provide the reports to NASPO in accordance with **Attachment 4**. Reports provided to the State will be provided within thirty (30) days following the end of the quarter, along with the required Administrative Fees. Failure to provide reports in accordance with the Contract may be considered an event of default, and result in termination of the resulting contract.

The Contractor shall maintain all records necessary to properly account for all payments made to Contractor pursuant to the resulting contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) year period have been completed, whichever is later.

The Division of Purchasing may request custom reports from Contractor, based on the information provided in the approved reporting format (**Attachment 5**). Custom reports may include reporting on most common items procured; ordering entity comparisons; reports to aid an Ordering Entity in inventory control; reports tracking ordering/delivery times; etc. Contractor will provide custom reports as requested by the State, on an occasional basis (no more than 3 per contract year), at no additional charge. Fisher Scientific acknowledges.

2.15 CONTRACTOR INSURANCE REQUIREMENTS

As provided in IPRO document.
Fisher Scientific acknowledges.

3 EQUIPMENT AND SUPPLIES

3.1 LABORATORY EQUIPMENT AND SUPPLIES

3.1.1 The State is requesting proposals on five (5) defined bands ("Bands") of laboratory equipment and supplies, as follows:

- Band 1 **FULL LINE CATALOG** of laboratory equipment and supplies. Unless otherwise excluded, the resulting contract for this Band will include all laboratory equipment and supplies.
- Band 2 Plasticware
- Band 3 Gloves
- Band 4 Specialty Chemicals – Per Amendment 1 posted May 14, 2010: Band 4 Specialty Chemicals is REMOVED.
- Band 5 Microscopes

Fisher Scientific acknowledges. With our response, Fisher Scientific has provided a comprehensive commodity discount schedule in which actual item prices are calculated by applying the percent discount to the list price of the product. The Discount Schedule is tied to the Commodity Discount Code (CDC) structure that provides discounted pricing for over 800,000 products accessible through Fisher Scientific.

Please note that should the price of a discounted item in either of the two lots fall below Fisher Scientific's cost plus 11%, it shall be priced at Fisher Scientific's cost plus 11%.

3.1.2 Proposer must certify that it can supply a full line of products for each Band for which it submits a response. Proposers will be required to provide pricing and related discounts for a full line of products within each Band Proposer responds to (subject to the unit price limit in §3.3, below). Fisher Scientific acknowledges.

3.1.3 Proposers responding to Band 1, Full Line Catalog **MUST** accept orders from and extend contract prices to **all members of NASPO**. Fisher Scientific acknowledges.

3.1.4 Proposers responding to Bands 2 – 5 may elect to provide a response limited to a defined geographic region consisting of no less than one state (e.g. "Washington/Oregon/Idaho;" "Texas;" "Louisiana/Arkansas/Georgia/Alabama/Florida;" "Colorado and Wyoming;" "All NASPO States," etc.). Proposers must identify the geographic region which they are proposing to serve. Fisher Scientific will sell our products to all NASPO member states who have executed a Participating Addendum.

3.1.5 Any products offered with an applicable shelf life must be date stamped (including gloves). Fisher Scientific acknowledges.

3.2 ESTIMATED QUANTITIES

The resulting contract is intended for use by NASPO members; and will be used by various public (and qualified non-profit) entities throughout the United States (as well as the NASPO member territories). In addition to the state of Idaho, the states that currently intend to participate are listed in §1.2.4, above.

See §2.1, above, for historic usage. Historic usage is provided to assist Proposers in preparing their proposals; however, there is no guarantee of any minimum usage. Fisher Scientific acknowledges.

3.3 ITEMS NOT INCLUDED IN THIS CONTRACT

The following items are NOT included in this RFP:

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Equipment and Supplies which may be included in a vendor's catalog, but which are not specifically designed or intended for laboratory use (e.g. reception chairs, couches, coffee tables, general office equipment, etc.)

Items costing in excess of \$75,000, after discount, are excluded from the resulting contract.

NOTE: When executing a Participating Addendum, all parties are bound by the \$75,000/item upper limit. A participating state may establish a lower limit; however, any language included in a Participating Addendum purporting to increase this amount; or any other attempt to order an item off of the resulting contract which exceeds the unit price limit, will be void.

Fisher Scientific acknowledges.

3.4 BACK-ORDERS

Contractor will take every available precaution to prevent back-order and stock out of contract items necessary for the operation of the Ordering Entities' facilities.

Fisher Scientific acknowledges.

3.5 ADDITIONS TO THE CONTRACT

New items may be included as they become available (when added to Contractor's catalog) during the term of the Contract, after obtaining the approval of the NASPO Contract Administrator, as specified in this RFP, and in accordance with the provisions of the resulting contract.

Minor related services, such as hazardous waste pick-up/removal of Contractor's items; product recycling; etc. may be added to the contract, after obtaining the approval of the NASPO Contract Administrator.

Fisher Scientific acknowledges. If NASPO is interested in a particular new product(s) as they become available, Fisher Scientific will mutually agree with the NASPO Contract Administrator to add that item(s) to the agreement, at which time, the item(s) would be categorized and discounted within that category.

3.6 EFFECT ON OTHER LABORATORY EQUIPMENT AND SUPPLY CONTRACTS

Many Ordering Entities have current laboratory equipment and supply contracts which they may utilize as an alternate to the contract resulting from this RFP, which may affect the frequency of use of the resulting contract.

In addition, ordering of items that may be available through other current state or cooperative contracts may be subject to the provisions of individual state statutes and guidelines which govern the use of multiple contracts for the same commodities.

Fisher Scientific acknowledges.

4 PROPOSAL RESPONSE REQUIREMENTS

4.1 RESPONSE TO SPECIFICATIONS

In responding to this RFP, proposers must submit one (1) original and FIVE (5) copies of their proposals along with one (1) complete electronic copy (CD-ROM or USB) in MS Word or Excel (pdf documents will not be acceptable to meet this requirement; with the exception that financial or other information that is only available in pdf, may be submitted in pdf). Both the Technical and Cost Proposals must be sealed. The Cost Proposal must be in a separately sealed envelope labeled "Confidential Cost Proposal." Submit your electronic copy of your Cost Proposal on a separate media from your Technical Proposal. Proposals must be clearly marked with the RFP #, Name of RFP, and Name of Proposer; and received at the State of Idaho Division of Purchasing prior to the Closing Date and Time, at the address(es) provided on the State of Idaho Signature Page (note: P.O. Box for US Mail; physical address for courier/hand delivery).

Per Amendment 1 posted May 14, 2010 - §4.10.9 is amended to require one original and SEVEN copies of the Technical Proposal.

For each Section of this RFP which requires a response, restate the Section number and the text of the Section immediately prior to your written response.
Each portion of the work described in this RFP has an evaluation code assigned as follows:

4.1.1(M) Mandatory Specification – failure to comply with any mandatory specification may render Proposer's proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will comply.
Fisher Scientific acknowledges.

4.1.2 (E) Evaluated Specification – a response is desired. If not available, respond with "Not Available" or other response that identifies Proposer's ability or inability to address the specification. Failure to respond will result in zero points awarded for this item.
Fisher Scientific acknowledges.

The Proposer must ensure that adequate and accurate responses are provided. It is the responsibility of the proposing Proposer to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The evaluators are not required to search for the answers in other sections of the proposal.

In order for the State to conduct a uniform review of all proposals and to compare proposals, proposals must be organized and submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal, because adherence to this format is critical for the State's evaluation process.

4.2 TITLE PAGE and TABLE OF CONTENTS

The Title Page should reflect the Name of the RFP, the name of the Proposer, address, phone number, contact person and date of preparation. The Table of Contents must indicate the material included in the response by section and page number.
Fisher Scientific acknowledges.

4.3 STATE OF IDAHO SIGNATURE PAGE, SIGNED EXECUTIVE ORDER 2007-09, AND SIGNED COPIES OF ANY AMENDMENTS

You must include a state of Idaho Signature Page is (M) Mandatory (with an original handwritten signature required) – Per Amendment 1 posted May 14, 2010, with an ORIGINAL HANDWRITTEN signature. The Signature Page must not be altered in any



manner. You must also include a signed copy of Executive Order 2007-09 (if Executive Order is not applicable, indicate N/A on your submitted copy); as well as a signed copy of the last page of any amendments.

Fisher Scientific has provided an original handwritten signature on the Signature Page and a signature on the last page of Amendment 1.

4.4 LETTER OF TRANSMITTAL (optional)

You may include a transmittal letter. Transmittal letters will not be evaluated or scored.

Please limit this correspondence to no more than 3 pages.

A Transmittal Letter has been included with our response.

4.5 PROPOSER INFORMATION

Proposer must include the following information relative to its firm/company:

- 4.5.1 (M)** Legal name of Company, and a statement indicating that the Proposer is a corporation or other legal entity (which must be clearly specified, i.e., corporation, partnership, limited liability company, etc.), and indicating the jurisdiction where the Proposer is organized. Fisher Scientific Company L.L.C. (Limited Liability Company) is an indirect, wholly-owned subsidiary of Thermo Fisher Scientific Inc., a corporation that is publicly traded on the NYSE as TMO.

- 4.5.2 (M)** Location of your company headquarters, and identity of the key personnel that would be responsible for the contract.

Fisher Scientific Company L.L.C.

2000 Park Lane

Pittsburgh, PA 15275

Thermo Fisher Scientific Inc.

81 Wyman Street

Waltham, MA 02454

Key Contract for Contact:

J.T. McGuire

Director of Academic and Medical Research Accounts

Cell: 858-829-2270

E-mail: James.McGuire@thermofisher.com

- 4.5.3 (M)** Federal Tax ID number.
23-2942737

- 4.5.4 (M)** Name, telephone number, position/title and email address of the person who will represent the company during the course of this RFP and who can be contacted in the event questions arise concerning the proposal.

| Contact Information | Address |
|--|--|
| Mr. J. T. McGuire Director of Academic and Medical Research Accounts Cell: 858-829-2270 E-mail: James.McGuire@thermofisher.com | Fisher Scientific Company L.L.C. 2000 Park Lane Pittsburgh, PA 15275 Phone: 412-490-8300 (not for ordering) |



- 4.5.5 (M)** Name, phone number, position / title and e-mail address of the person who will function as the primary point of contact and ensure supervision and coordination for the resulting contract.

J.T. McGuire
Director of Academic and Medical Research Accounts
Cell: 858-829-2270
E-mail: James.McGuire@thermofisher.com

- 4.5.6 (M)** Evidence of financial stability and capability to fund all costs associated with providing the products and services throughout the term of any resulting contract.
Fisher Scientific's parent company maintains a strong balance sheet, highlighted by an excellent liquidity position, an efficient capital structure, and access to considerable capital resources. We expect to continue our record of significant internal sales growth, as well as growth through selective strategic acquisitions.

For your convenience, we have included our 2009 Annual Report as an attachment. Additional public financial information can be found under the Investor tab of our corporate website, www.thermofisher.com.

- 4.5.7 (M)** Details regarding any recent transitions in ownership (within the last 3 years) that your company has undergone, including names of parties involved, dates and details on the impact to present ownership. Also identify any published plans for the company to seek transitions in ownership, including acquisition or merger.
Fisher Scientific has not undergone any transitions in ownership in the last three years. As detailed in our 2009 Annual Report, Thermo Fisher Scientific is committed to growth, an optimized cost structure, a commitment to innovation, an expansion in Asia, and opportunities for complementary acquisitions.

- 4.5.8 (M)** Identify all Bands that you are responding to, by number and title (e.g. "Band 2: Plasticware; Band 3: Gloves). The State requires this information in order to evaluate your response to the criteria provided below.
Fisher Scientific has responded to Band 1, Full Line Catalog Suppliers.

4.6 EXPERIENCE and REFERENCES

- 4.6.1 (E)** Detail your corporate qualifications and experience which would enable you to successfully provide the lab equipment and supplies for the Bands you are responding to, at the levels indicated in this RFP.
In today's challenging business environment, Fisher Scientific understands the importance of leveraging our supplier relationships to offer you the **best choice of products and services** at competitive prices.

Fisher Scientific, a part of Thermo Fisher Scientific, is a leading global provider of more than 800,000 products and services from over 10,000 suppliers. Our experience in a number of markets, e.g., academic, government, pharmaceutical, biotech, industrial, food and agriculture, safety, etc., positions us to meet your product and service needs on all levels.

Our company portfolio is represented by two premier brands, Fisher Scientific and Thermo Scientific.

Thermo Scientific represents a broad range of high-end analytical instruments, chemistry and consumable supplies, laboratory equipment, software and services that enable integrated laboratory workflow solutions. Thermo Fisher Scientific also markets a range of



specialty products, featuring well-known industry names such as Nalgene, Nunc and Remel. These products are sold through Fisher Scientific.

Fisher Scientific represents a one-stop source and choice for a family of global product and service brands comprising a comprehensive range of laboratory equipment, chemicals, instruments, biological products, and consumable supplies. Fisher Scientific's extensive list of **exclusive alliances** with major manufacturers allows us to give our customers easy access to the products that are most in demand—all from one supplier. In addition, we also provide a wide array of value-added services including inventory management, supply chain management, third party procurement, chemical management, and laboratory services.

Our scientific and research products primarily serve colleges and universities, medical research institutions, pharmaceutical and biotechnology companies, hospital research labs, government agencies, original equipment manufacturers, quality control, and R&D laboratories.

Additional solutions provided to research customers worldwide can be sourced through Fisher Science Education, Fisher Safety, and Fisher HealthCare.

Fisher Science Education serves the education markets in biology, biotechnology, chemistry, earth science, general science, physical science, physics, and lab safety providing thousands of innovative products that help keep science teachers informed on the latest updates in the field. Products are specifically selected to provide science educators with the tools needed to teach science most effectively. Primary markets include college and university science, high school/middle school science, and elementary science.

Fisher Safety has the products and services needed to help minimize the risk of injury or illness to laboratory personnel and EH & S departments by providing the equipment needed to protect against a variety of laboratory safety hazards, such as chemical safety, biological safety, radiation safety, electrical safety, and other hazards. With a product portfolio of more than 65,000 safety products alone, Fisher Safety is the best complement to ordering all the products you need from just one supplier.

Fisher HealthCare focuses on meeting diagnostic testing needs in healthcare facilities and is a leading supplier of diagnostic tests, equipment, chemicals, and scientific clinical products, supplies, and consumables. For each clinical laboratory discipline, Fisher HealthCare offers the most choices of the leading brands. In universities, hospitals, reference labs, physician's offices, government, healthcare site, and public health clinics, our people, products and business solutions focus on helping our customers deliver the best patient care. Our account management team members are recognized industry experts. Their combined expertise in disease state management, supply chain issues, safety and regulation requirements, new technologies, diagnostic best practices and business management make the difference by providing uniquely effective solutions and delivering real value.

Fisher Scientific's Position in the Academic Marketplace

In today's challenging research environment, it is more important than ever to select a laboratory provider who understands the challenges faced by states and academic institutions. Fisher Scientific, more than any other company in the industry, provides the right combination of products, processes, people, and continuous savings to help you achieve your objectives while keeping costs under control.

Fisher Scientific holds the **primary** contract at more than 80% of the top 100 NIH-funded universities in the U.S. Many of these partnerships and contracts have been in place for many years, and are up to ten years in length. We provide a wide range of services to our

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academic customers which include, but are not limited to:

- On-site and remote storeroom management (approximately 50 academic institutions)
- On-site freezers, refrigerators, and cabinets for Life Science products through our CORE Programs (Convenient On-Site Replenishment Program)
- Supplier Diversity programs to help meet purchasing requirements
- A complete portfolio of management services including chemical management, glassware washing, equipment maintenance and repair, training programs, leasing programs, etc.
- E-commerce utilization which is greater than 50% for the entire academic segment. This includes www.fishersci.com, Market Makers (e.g., Ariba, SciQuest, PerfectCommerce), EDI, etc.

Key Areas Why Fisher Scientific is the Best Choice and Best Value

- **Experience** in the marketplace
- Broadest range of overall product choices, extensive **Life Science offering**, integrated Third Party purchasing, one-stop shopping for products
- **Specific product needs** such as Stem Cell Application Guide and separate Stem Cell Product Guide
- Offering the leading brand and largest selection of **chemicals and reagents** developed and produced specifically for laboratory use.
- Global chemicals provide **chemistry-based applications to scientists** involved in analysis, research and development, and manufacturing
- Our private label product line, **Fisherbrand®**, offers customers a wide selection of laboratory supplies and consumables manufactured to meet the most stringent standards of performance, reliability, and durability—all at an economical price.
- **Delivery of products**, e.g., next-day, same-day, and emergency service from our “super” warehouses
- Desktop delivery, when requested
- **Award Winning Sales Representatives** and products

Life Science Products

In addition, we are unmatched as a national customer channel in the area of Life Science products and suppliers and unparalleled by our competitor with our Thermo Fisher-owned companies (e.g., Thermo Scientific Pierce, Remel, Thermo Scientific Dharmacon, Maybridge, etc.). Within this marketplace, we have a **much broader range of product choices**, managed services options, exclusive supplier agreements, and proprietary products than our major competitors. Fisher Scientific's ability to expand our presence in the Life Science market **provides strong savings opportunities** for our customers by converting from direct Life Science companies to Fisher Scientific.

Stem Cell Research

Fisher Scientific offers a broad portfolio of products for your stem cell research efforts. From cultureware to antibody markers and cell tracking reagents, we offer a comprehensive portfolio to support your stem cell research initiatives. These include:

- Antibody markers
- Cell labeling and tracking
- Primary cells
- Stem cell culture
- Transfection reagents and equipment



Our website, www.fishersci.com, also features a specific Stem Cell Research information page in which researchers or end users can request additional information about stem cell research products.

Stem Cell Excellence Program

Fisher Scientific offers a broad portfolio of products for stem cell research efforts. From cultureware to antibody markers and cell tracking reagents, we offer a comprehensive portfolio to support stem cell research initiatives. These include:

- Antibody markers
- Cell labeling and tracking
- Primary cells
- Stem cell culture
- Transfection reagents and equipment

Our website, www.fishersci.com, also features a specific Stem Cell Research information page in which researchers or end users can request additional information about stem cell research products. The exacting demands of stem cell research call for solutions designed to address the heightened needs of the stem cell scientist. Our Stem Cell Excellence portfolio provides essential instruments, consumables, reagents, media, services and software – tailored to the needs of stem cell laboratories.

Cell Culture

Fisher Scientific has an extensive portfolio of cell lines, media, media additives, and sera optimized for your specific application, as well as a comprehensive portfolio of cultureware, cell culture essentials and equipment.

We invite you to view our on-line **Cell Culture Interactive Catalog** which highlights products from market-leading brands **including**:

- Media and Serum from Thermo Scientific HyClone
- Fisherbrand Cell Culture Essentials
- BioCoat Multiwell Plates from BD

The on-line catalog (or hard copy if you prefer) also provides useful technical notes covering key techniques to help locate the most suitable products for research.

Third Party Products

Third Party procurement program is designed to extend the benefits of Fisher Scientific's "one-stop shopping" solution to products beyond the traditional laboratory supplies offering. With a database of hundreds of thousands of products outside those normally available through national laboratory suppliers, we offer the most comprehensive third party procurement program available in the industry. We currently offer our customers **access to over 350,000 products** from more than **9,000 suppliers**. And because our buyers are continually developing relationships with new suppliers, our portfolio of available products expands almost daily. This broad selection of products has fueled the steady growth of our third party program over the past ten years. In 2009, Fisher Scientific processed over \$348 million in third party products, comprised of over 795,000 customer lines for more than 10,000 customer accounts.

All transactions, whether purchase orders, returns, pricing corrections or other inquiries, are handled by Fisher Scientific, so the customer would receive the full benefit of one-stop shopping.

Award Winning Sales Representatives and Products Recognized for Excellence

Thermo Fisher Scientific has received three (3) best-in-class recognition awards. Fisher Scientific received honors in the Laboratory Plasticware for its Fisherbrand® products and Most Supportive Sales Representatives categories. Life Science Research was recognized for Thermo Scientific Dharmacon RNAi products used to study RNA interference.

The Life Science Industry Awards recognize life science suppliers with the best solution in 14 separate product categories, as well as suppliers who are "best-in-class" in six (6) customer communications and support categories. The **winners of these prestigious awards are selected by the industry's own customers** (numbering nearly 4,500) — scientists in biotechnology and pharmaceutical companies, as well as in government and academia, who use the products on a daily basis.

- 4.6.2 (E) **FOR BAND 1: FULL LINE CATALOG SUPPLIERS:** Use the attached Reference Questionnaire (**Attachment 6**) to provide three professional references from customers for which you hold a contract with an annual volume of at least \$10M. References have been contacted using Attachment 6 per these instructions.

FOR ALL OTHER BANDS (2 – 5): Submit three professional references (using **Attachment 6**) from customers for which you hold a contract which includes the named Band. Our offering is comprehensive of Bands 2 through 5.

FOR ALL PROPOSERS: Provide the Reference Questionnaire (**Attachment 6**) to each reference, instructing the reference to return the questionnaire directly to the Division of Purchasing. References received directly from the Proposer (or from any source other than the reference itself) will not be accepted. References must be received at the Division of Purchasing prior to the date and time of the RFP closing, and may be submitted via fax, e-mail or mail. The Division of Purchasing reserves the right to verify any reference information it receives. References which are not timely received or which are received directly from the proposer will receive a score of "zero." If more than three references are received, the scores will be averaged.

Fisher Scientific has contacted three references. Documentation of this contact is provided below.

Per Amendment 1 – Posted May 14, 2010

References received for a Band 1 proposer, which do not meet the \$10 M annual volume requirement, will receive a score of zero. References received for Band 2-5 Proposers which do not indicate that the proposer holds/held a contract with the reference which includes products/items in the band proposer is proposing on, will receive a score of zero.

Documentation of References Contacted

1. University of Michigan

From: Webber, Bonny [mailto:bwebber@bf.umich.edu]
Sent: Monday, May 10, 2010 3:43 PM
To: Ferguson, Jennifer
Cc: Glennie, Norma
Subject: Reference for State of Idaho RFP NASPO

2. Scripps / Salk / Burnham Consortium

From: Resnick, Kimberly
Sent: Monday, May 24, 2010 8:23 PM
To: Jeanette Sansom
Cc: McGuire, James (J.T.)
Subject: FW: NASPO Reference at P3 - ACTION REQUIRED
Importance: High

3. University of Pennsylvania

From: McGuire, James (J.T.)
Sent: Friday, May 07, 2010 11:27 AM
To: joannmur@upenn.edu
Cc: Weber, Kathy
Subject: Attached Reference Form Request for NASPO
Importance: High



4.7 CUSTOMER SERVICE AND SUPPORT

- 4.7.1 (E) The State desires a support relationship with a Contractor that will ensure timely delivery, competent technical support for the products, as well as professional and timely response and resolution to any issues. Describe how you will meet these requirements.
The cornerstone of our customer relationships is our proven, proactive Account Management Program.


We employ customer-focused account management to ensure that programs and services meet your immediate needs today along with a proactive view of future activities. Industry Director, J.T. McGuire, will serve as the single point of contact for the State. Local Region Managers and Sales Representatives serve as the primary points of contact for each site, and direct strategic activities and application of resources, including technical support resources such as Application and E-Business Specialists. They will direct corporate and local activities as well and provide regular, detailed reporting to measure usage, savings and quality performance. Allocation of resources can be adjusted based on the State's requirements.

Prompt Delivery

For any items in stock at the local Fisher Scientific distribution center at the time of order entry, we can deliver orders to most State sites the next day, if the order is placed **prior to 2 PM**. Exceptions are certain DOT-regulated hazardous chemicals that may require additional shipping time. For high-volume or critically needed items, we will work with the State to provide next-day delivery to all locations.

In the US and Puerto Rico, Fisher Scientific's **warehouse systems** network of 14 full-service distribution centers are state of the art, and feature a highly responsive system with efficiencies in order processing and materials handling. Our real-time order entry and inventory databases work hand-in-hand to give customers an accurate picture of product availability.

Fisher Scientific is proud to state that all of our major distribution centers are certified **ISO 9001:2000** Certificate US09/5447




Certificate US09/5447

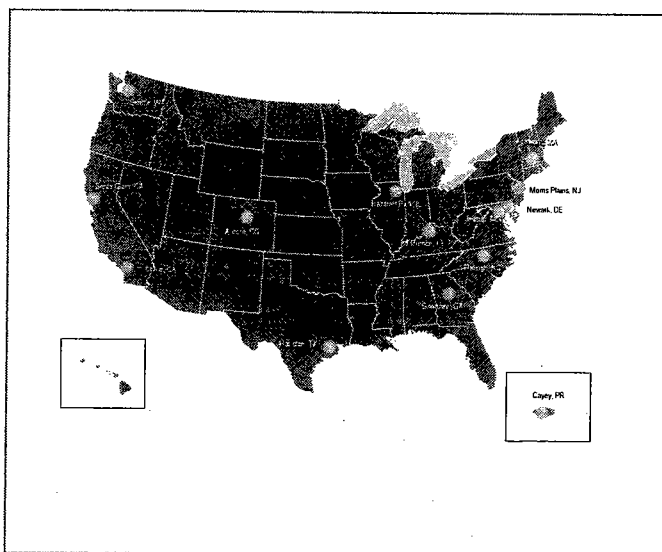
Fisher Scientific
Part of Thermo Fisher Scientific

ISO 9001:2000

Addressed to:

500 American Road, Morris Plains, NJ 07960
 4500 Turnberry Drive, Hanover Park, IL 60133
 2775 Horizon Ridge Court, Suwanee, GA 30024
 9999 Veterans Memorial Drive, Houston, TX 77036
 6722 Bickmore Avenue, Chino, CA 91708
 7303 Empire Drive, Florence, KY 41042
 Carroters #1 Km. 56.4, Cayey, Puerto Rico 00737
 325 Boreas Road, Agawam, MA 01001
 700 Laurewood Road, Santa Clara, CA 95054
 822 South 335th Street, Federal Way, WA 98003
 355 Corporate Boulevard, Newark, DE 19702
 4708 Incline Avenue, Denver, CO 80239





Strategically Located Distribution Centers

ONE SOURCE. INFINITE SOLUTIONS.

Customer Service

Customer service centers are located in Atlanta, Georgia; Chicago, Illinois; Houston, Texas; and Cayey, Puerto Rico. Fisher Scientific employs state-of-the-art telecommunications systems to provide the highest levels of service care. Call **response rates** are measured through a program called CMS, which is a function of our Lucent telephone system. We are able to **track a variety of statistics** via this system, from the number of calls received down to actual daily Customer Service Representative activity. We also perform **call monitoring**, which is documented by a call monitor observation form.

Customer Service Support

800-766-7000 – phone
800-926-1166 – fax
On-Line @ www.fishersci.com

Customer service is available seven days a week, 24 hours a day. However, normal working hours are from 7 AM to 10 PM (EST) Monday through Friday. Outside of normal working hours, our customers can still call our customer service center toll-free for emergency needs. Once an emergency need is established, the answering service contacts a Fisher Scientific associate on our 24x7 emergency list.

Any item in Fisher Scientific inventory can be accessed, with certain restrictions and exceptions of hazardous/poisonous or flammable chemicals, for which we must adhere to proper D.O.T. regulations and ship common carrier via ground. If an item is a direct shipment from the manufacturer, we will make our best effort to secure the item; however, not all vendors have the ability to provide emergency service on their products.

On-Line Customer Service Available on Fisher Scientific's Website

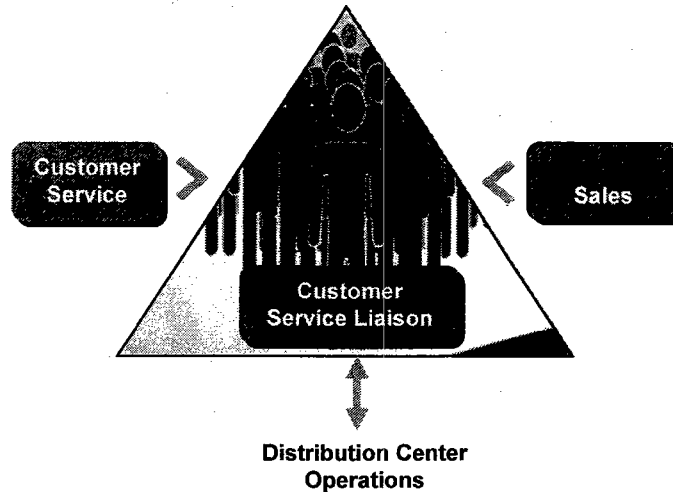
Automated self-service is also available on www.fishersci.com, 24 hours a day, 7 days a week. Registered users can place orders in real-time, viewing contract pricing and immediate product availability. Return product authorizations can be obtained on-line as well.

Issue Resolution

For site-specific issues, your Fisher Scientific Sales Representative is the central point of contact, and will work directly with end users to resolve issues in a mutually satisfactory fashion. Your Sales Representative can also assist with any customer service issues that have not been successfully resolved. Our customer service representatives work in conjunction with our distribution centers. Each Fisher Scientific customer service center has established problem resolution procedures with the distribution center. This process is designed to address immediate customer needs for the sales team or to report issues.

Corporate or Unresolved Local Conflicts

If a conflict or issue cannot be resolved, our Director of Academic Accounts, **J.T. McGuire**, with the support of **Joe Centofante**, Vice President of Academic / Medical Research accounts will resolve the issues on the corporate level.



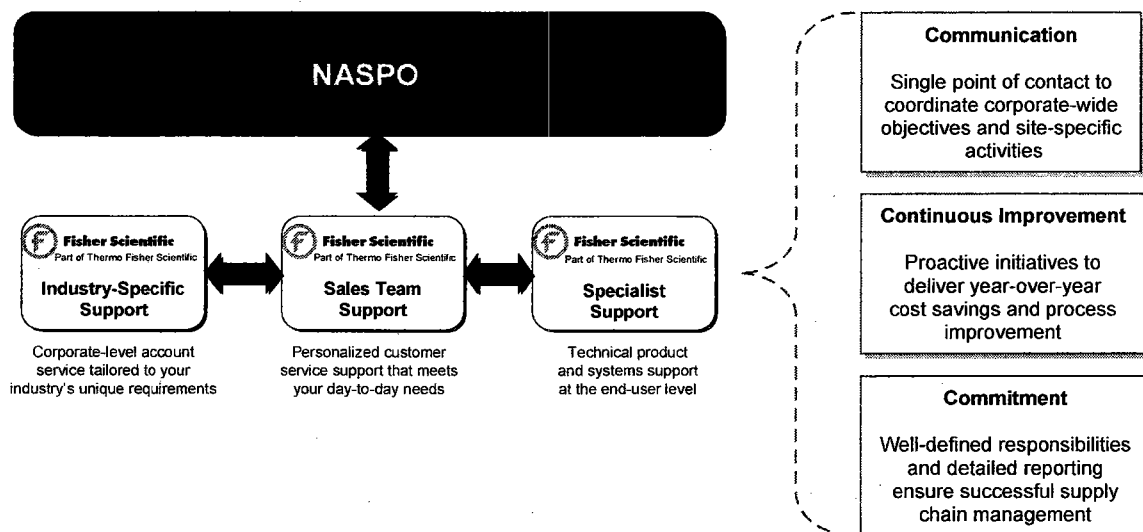
Distribution Center Liaison team serves as a conduit between Sales, Customer Service, and Distribution Center Operations.

- 4.7.2 (E)** Describe how you will effectively communicate with the State and the Ordering Entities. Communication is the foundation of effective partnership management. Fisher Scientific is committed to maintaining open lines of communication at the corporate and individual site level, in order to make sure objectives are clearly defined and our initiatives are effectively communicated to both the State's Purchasing personnel and the end-user community. We can also determine the best channels for communicating our joint goals and launching contract initiatives.

Additionally, our local Sales Representatives and Region Managers will work with State purchasing administrators to provide all relevant contract information for dissemination. This will include information on new products, notices of upcoming shows and seminars, monthly sales promotions, etc.

In addition to the communication channels built in to our account management program, we will work to provide ongoing communication with end users to introduce and market our new contract.

The graphic below depicts the flow of responsibilities and results-oriented account management processes to ensure ongoing communication.



- 4.7.3 (E) Describe how you will assign staff to support the resulting contract (i.e. technical staff, customer service representatives and regional/local sales representatives). Identify the locations of staffed offices, including a contact name, address, phone number, and web and/or e-mail address (if available), which will be available on a daily basis to assist Ordering Entities with utilizing any resulting contract.

Fisher Scientific does not have staffed offices, as such. As discussed earlier in this response, our corporate office is located in Pittsburgh, Pennsylvania, and is the hub of operations for functions such as finance, marketing, our websites, quality, regulatory, and many other business purposes. Sales Representatives and other account management personnel **are strategically located near the respective accounts.**

We have four customer service centers—Atlanta, Georgia; Chicago, Illinois; Houston, Texas; and Cayey, Puerto Rico. In general, customers are assigned to a customer service center based on geographical location; however, this may vary so that Fisher Scientific can provide exceptional service.

Below is a table of our distribution center locations and customer service centers.

| Fisher Scientific Delivery Warehouses and Customer Service Centers | |
|--|---|
| Agawam, MA | Super Warehouse |
| Cayey, Puerto Rico | Warehouse and Customer Service Center |
| Chino, CA | Super Warehouse |
| Denver, CO | Warehouse |
| Federal Way, WA | Warehouse |
| Florence, KY (Cincinnati) | Super Warehouse |
| Hanover Park, IL (Chicago) | Super Warehouse and Customer Service Center |
| Houston, TX | Warehouse and Customer Service Center |
| Jessup, MD | Warehouse |

ONE SOURCE. INFINITE SOLUTIONS.

| Fisher Scientific Delivery Warehouses and Customer Service Centers | |
|--|---|
| Morris Plains, NJ | Warehouse |
| Newark, DE | Warehouse |
| Raleigh, NC | Warehouse |
| Santa Clara, CA | Warehouse |
| Suwanee, GA (Atlanta) | Super Warehouse and Customer Service Center |

Technical Support Toll-Free

Fisher Scientific provides toll-free phone and fax numbers for support regarding products and services, including general customer service, safety, chemical, first responder, and website support is also available to our customers.

| TECHNICAL SUPPORT AND CONTACT NUMBERS | |
|--|---|
| General Customer Service | Phone: 800-766-7000 Fax: 800-926-1166 |
| Safety Customer Service | Phone: 800-772-6733 Fax: 800-772-7702 |
| Chemical Service Technical Support | Phone: 800.227-6701 |
| Fax on Demand MSDS and Certificates of Analysis | Phone: 201-703-3165 <i>MSDS and C of A are also available on our website.</i> |
| Federal Government Sales | Phone: 800-226-4732 <i>For orders and questions related to first responder products – federal level</i> |
| State and Local Government Sales | Phone: 888-263-5319 <i>For orders and questions related to first responder products – state and local level</i> |
| Website Technical Support | Phone: 877-885-2081 |

Application Specialists in Key Disciplines

On an as-needed basis, we can make available the services of our Application Specialists who can offer expertise on application-based solutions. They work closely with leading suppliers and our single point of contact to provide technical support on our products and services. These include:

- Business Analysts
- Chemical Specialist
- Safety Specialist
- Life Science Specialist
- Managed Services Specialists (specifically-negotiated programs)
- Manufacturer's Representatives
- Sales Representatives

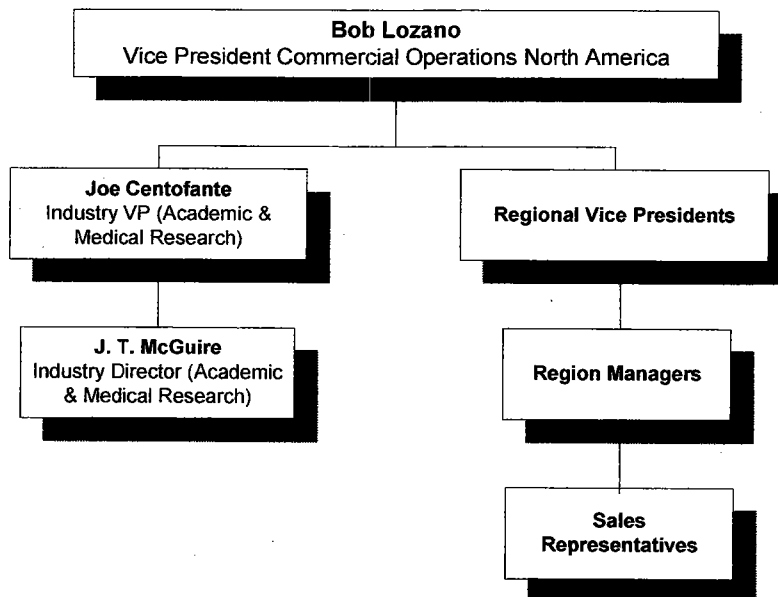
Account Management Relationships

In order to ensure consistency and accountability, our Account Management processes utilize a single point of contact that ensures customer communication and consistency on all levels. **J.T. McGuire** is the Director of Academic Accounts and is corporate contact with regard to pricing, services, reports, and corporate account management. J.T. will assist in coordinating higher level account management activities. J.T. is supported by **Joe Centofante**, Vice President of Academic and Medical Research Accounts.



In addition, Fisher Scientific's Sales Representatives are responsible for the day-to-day account activities and for the implementation of all local programs.

We have provided below a high-level organizational structure of the sales support who will be serving the State for this contract.



4.7.4 (E) Describe how you will provide ongoing training to your staff assigned to support the resulting contract.

Fisher Scientific emphasizes continuous training in all sectors of our organization in order to ensure that our employees are equipped with the latest knowledge and tools to best serve our customers.

We employ a number of corporate-wide and localized strategies to provide training that is both consistent across the organization, yet tailored to specific department- and job-level requirements.

Thermo Fisher University provides in-house and off-site training to strengthen and enhance the skills of managers, sales representatives, and the general work force. Thorough training is provided on Fisher Scientific capabilities and services, industry trends, product information, sales training, technical and safety training, and software programs. Thermo Fisher University's schedule of program offerings includes sales and marketing programs, management programs, general/professional programs for non-management personnel, web-based (on-line) programs, and self-paced programs. In addition, Thermo Fisher University maintains an extensive learning resources library of computer-based training programs, videos, audios, books, and other references.

Customer Service representatives receive ongoing quality assessment programs that enhance their product knowledge and operational expertise. Five percent (5%) of customer service representative work time is allocated to training and professional development.

The Thermo Fisher Scientific Intranet site, accessible to all company employees, periodically features interactive training programs on key issues such as records retention and ethics training.

- 4.7.5 (E)** Describe your invoicing and credit processes; and how these meet the requirements of this RFP. Describe the measures you have in place to insure that any billing issues are resolved to the Ordering Entity's and the State's satisfaction, in a timely manner. Fisher Scientific has multiple invoicing alternatives which are geared towards reducing processing time and human effort associated with verification and payment of invoices.

The most common forms of invoicing are:

- Monthly billing report
- Standard invoice by shipment
- Summary Billing; standard and customized options are available
- EDI (ANSI X.12 standard)
- XML (cXML and xCBL)
- Credit card at the point of sale
- Electronic Funds Transfer
- Evaluated Receipts Settlement
- Proprietary formats, such as tape, diskette, FTP
- Customer ERP system
- Intranet order management software

Invoice Mis-Match

If an invoice "mis-match" or invoice issue occurs, it is handled through our corporate office in Pittsburgh, PA. An account manager in our Credit and Collections Department works directly with the Cash Research Department to correct the error. Cash Research investigates and documents any misapplication of funds, and reapplies the funds correctly. Credit and Collections then follows up to ensure that the issue is timely resolved; typically, invoice resolution is fully completed before the next month's statement.

Return / Credit Processing

If an item was successfully returned to a Fisher Scientific distribution center, a credit invoice is generated per normal invoicing, and mailed to the customer's appropriate billing address. Please note that returned goods must be in accordance with our flexible return policy. Once the customer has received approval and a return goods authorization number from Fisher Scientific's Customer Service Representative, the item can be returned to Fisher Scientific's distribution center. The return goods authorization number must be displayed on the packing slip of the returned item.

- 4.7.6 (E)** Describe in detail the training which would be offered to Ordering Entities throughout the term of the resulting contract.

Fisher Scientific sales and support personnel, as well as manufacturer representatives, can offer professional on-site training to State entity end users on a variety of systems, products and applications.

Our product/application field specialists in the areas of life science, chemicals, and safety are qualified to provide expert scientist-to-scientist support in the selection and application of key product segments.

Manufacturer reps from key vendors periodically sponsor technical and training seminars to introduce new products and techniques to customers. Subjects will vary and are tailored to meet end-user interests.

Website

Our industry-leading website, www.fishersci.com, is flexible, intuitive, and user-friendly, and thus little training is required. However, if desired, training can be coordinated through the local Sales Representative who may utilize the services and expertise of one of our Sr. E-Business Analysts. Depending on end user interest, training sessions for interested State end users is also another option that can be explored depending on end user interest. General training assistance can also be found on our website.

Learning Center

Our website, fishersci.com, provides an extensive offering of resources to help you effectively use our Web site. Users may browse the links on the site for guidance on setting up your account, searching for and ordering products, and administering your account on fishersci.com.

Help Index on our Website

General training assistance can also be found on our website. The Help Index offers quick-reference tips for all of the functionality available on fishersci.com. To access the Help Index at any time, users can click on "Help" near the top of any page on our site, and then choose the Help Index link.

Users can choose a Help topic from the list of links in the sidebar navigation located on the left side of this page. If additional help is needed, please contact Fisher Scientific Customer Support.

Your local Fisher Scientific representative will assist in coordinating all on-site training activities.

On-Line Safety Training – Fee Based

Fishertrainer.com is an innovative, Internet-based training process that can supplement and in some cases replace traditional classroom training. It incorporates the best of video, interactive training, and testing with a database managed by fishertrainer.com to reduce cost and enhance management of safety, health, and environment training.

Fishertrainer.com provides access to content that includes:

- Over 800 video titles and training courses
- Free access to an MSDS database
- Capabilities to add University-specific MSDS
- Access to the entire full-text Code of Federal Regulations (CFRs)
- Ability to add University-specific training procedures, policies, photos, and text

- 4.7.7 (E)** Describe your experience providing technical services to state or other public entities of varying size and functionality, with regard to supplying lab equipment and supplies, including your experience with laboratory inventory management in various laboratory environments (e.g. State, hospital, veterinary, forensic, etc.).

With a 108-year history in serving science, Fisher Scientific is the market leader in serving state and academic institutions such as those represented by this RFP. From traditional laboratory and safety procurement to advanced e-commerce and inventory management solutions, we have considerable experience in developing programs to streamline the procurement process and add considerable value to State agency operations.

Experience With State Contracts

Fisher Scientific has a long history of working with state, federal, and local government entities, as well as affiliated academic and research institutions. Currently, we hold

approximately 25 state contracts throughout the United States. While most of our agreements with state governments typically involve the provision of laboratory and safety supplies and equipment with few additional services, we have the capability of providing a full range of value-added services including e-commerce procurement programs, inventory management, detailed reporting, customized logistics strategies, and technical support.

We have provided a brief description below of the services/products/technical capabilities we currently provide to several customers in various segments.

Large University in the Midwest

Fisher Scientific maintains a strategic supplier contract with the University of Michigan for laboratory equipment, chemicals, supplies and services for research, safety, healthcare, and science education. Dedicated Sales Representatives also cover the University's Medical School, Life Science Institute, and the School of Public Health. Fisher Safety and Fisher Healthcare are represented on campus, as well as our Life Science and Chemical Specialists.

The contract also includes two dedicated Customer Service Representatives.

Large Biotech Account in California

Fisher Scientific presented a proposal aimed at assisting a large biotech company in reducing their total cost of ownership of laboratory supplies, while maintaining a high quality of service to the end-user community.

Proposal highlights include cost-saving strategies, competitive pricing, and an account management commitment to building a strong partnership based upon Fisher Scientific's best practices. In addition, Fisher Scientific's extensive global experience can assist in supporting Life Technologies' locations around the world.

Large University Mid-Atlantic Region

The current Fisher Scientific strategic supplier contract, was extended in 2004, based upon past performance, positive customer feedback, and Fisher Scientific's on-going and consistent support of the University's strategic business objectives.

In addition, the Chemical stockroom contract was renewed in 2009 for another five (5) years. The University has realized significant product cost savings and process efficiencies as a result of the long-term strategic business relationship with Fisher Scientific.

Healthcare Purchasing

Fisher Scientific was recently named sole supplier for medical research products, thus ending a historical business relationship with another industry supplier. The organization is known for maintaining agreements with more than 600 suppliers / distributors that can provide exceptional choice and value. The agreement reached contains purchasing incentives, competitive pricing, and periodic business reviews.

Under this agreement, any of the organization's members may purchase research products from Fisher Scientific.



- 4.7.8 (E)** Describe how you will meet the requirements of §2.4, above, phone and Internet ordering, as well as the website requirements. Describe how your customer service representatives are qualified/trained to respond to questions regarding the resulting contract; and how you will meet the maximum designated wait time for phone orders. Provide a detailed description of your proposed website and its functionality, which addresses, at a minimum, the requirements contained in §2.4. Describe how your proposed website will enhance your customer service (e.g. search features; ordering; billing; account updates; customer-specific ordering history; inventory assistance; faq's; webinars; trouble-shooting; etc.). Provide sample screen shots of existing websites created for other customers.

Order Options – Always a Choice

As a supplier of choice for many medical research institutions, as well as customers in all research segments, Fisher Scientific realizes that the overall ease of doing business is very important to our customers. Order options available from Fisher Scientific provide the tools for easier and more effective management of orders. These include:

| | | |
|--|--|--|
| <ul style="list-style-type: none"> Internet at www.fishersci.com | <ul style="list-style-type: none"> E-mail | <ul style="list-style-type: none"> On-Site Specialist (if assigned as part of a negotiated agreement) |
| <ul style="list-style-type: none"> Phone (toll-free 800-766-7000) | <ul style="list-style-type: none"> Integration order options: EDI, cXML, xCBL, EDI, oagXML | <ul style="list-style-type: none"> Fisher Scientific RIMS or Requisition and Inventory Management System (proprietary software, not standard for all customers) |
| <ul style="list-style-type: none"> Fax (toll-free 800-926-1166) | <ul style="list-style-type: none"> e-marketplace / e-Procurement providers such as Ariba, PeopleSoft, SciQuest, PerfectCommerce, etc. | <ul style="list-style-type: none"> Mail |

Ease of Ordering on Fisher Scientific Website – fishersci.com

Our website provides the newest products, services, and information for science using the latest technology available. Key points include:

- Distinct E-Stores**
Users can choose from **four primary e-stores—Scientific, Safety, HealthCare, and Science Education**. This will allow users to find content and products targeted to their needs. For example, in the Scientific Store, a user will find information and products associated with scientific research, laboratory testing, and life science research.

| Time-Saving Convenience | Time-Saving Controls | Time-Saving Resources |
|---|---|---|
| <ul style="list-style-type: none"> • 24-hour availability for order placement • On-line access to quotes • Real-time product availability, order status, and shipment tracking • Estimated delivery dates • Timed-out sessions saved • Expected in-stock date displayed for back orders • Find chemicals by substructure • Detailed product information • Multiple search options • Custom templates, hotlists • Account-specific pricing • Recommended substitutes for discontinued products | <ul style="list-style-type: none"> • "Fund Tracking" to record disbursements from specified accounts • "Audit Trail" of requisition approvals, actions • Institute payment methods • Set spending limits • Create approval rules • Construct approval hierarchies and paths • Establish order notification procedures • Credit card reconciliation • Integration Services section of downloadable documents | <ul style="list-style-type: none"> • Downloadable Material Safety Data Sheets and Certificates of Analysis • Links to Fisher Scientific-exclusive promotions, published scientific research, training programs, product literature, etc. • On-line packing slips for printing • Special interest icons, e.g., Green products, supplier diversity, 1st Choice, etc. • Order catalogs, product literature, and free samples on-line |

• **Enhanced Search Engine**

The fishersci.com search engine offers enhanced product matching and relevancy capabilities, including:

- Thumbnail images of product photos
- Improved ways to search, including partial Fisher Scientific catalog numbers, competitor part numbers, and synonym matches
- Refinement tools that allow customers to narrow the displayed results through additional designations for special interests, product categories, suppliers, applications, and item-specific choices
- Expandable and collapsible result descriptions that allow customers to see product catalog numbers as part of their search results

• **Refining Search by Special Interest Icons**

Because the Fisher Scientific product catalog contains such a wide selection of products, after you enter search criteria, you may find that there are hundreds of items that are returned as a match. To quickly find the item you need, take advantage of the Refinement tools that appear in the left column, directly under the search box.

The refinement tools located in the left column allow you to add as many additional parameters as you like and to mix and match from each refinement grouping. To activate a refinement option, simply click the desired refinement title.

Many products may be sorted by Special Interest options noted in the Refinements column.





Identifies commonly used safety items that are **always in stock** and ready for delivery.



Products flagged with this symbol have **environmentally friendly** attributes.



Denotes products that are appropriate for **disaster response**.



Educators looking for **classroom products** should look for this symbol.



Health care **group purchasing** agents should take note of the 1st Choice symbol to take advantage of savings.



Based on your organization's contract with Fisher Scientific, you will see this icon displayed if a **specific product brand/version is preferred** over others of the same type.

- **Fund Tracking**

The Fund Tracking feature enables customers to track available funds and prevent overspending.

A fund might consist of grant money allocated for a specific project. Administrators create the fund online, assign users, and track purchases made by assigned users against the fund. Since transactions are tracked automatically and recorded immediately, Fund Tracking ensures that the funds are expended in accordance with customer-defined requirements and provides a detailed, real-time accounting of all transactions associated with it. The feature also enables Customer Administrators to:

- Create funds against which releases (orders) are placed
- Assign requisitioners who can charge against the fund(s)
- Define and modify fund amounts
- Create e-mail warnings when the fund balance reaches a specific level or when its expiration date approaches
- Close and reopen funds
- Review fund history (activity)
- Obtain reconciliation reports

The versatility of the Fund Tracking feature gives you tight control over how Funds are disbursed, allowing you to closely monitor and record Fund activity as it occurs.

- **Order Status in Real Time**

Our website offers up-to-the-minute inventory of a Fisher Scientific-stocked item in **real-time** instead of batch-load information processing. Real-time order status, including estimated delivery dates for drop ship products and shipment tracking, provides valuable information for making buying decisions and planning ahead.

- **Customized Hot Lists, Templates, and Quotes**

- Create "**hot lists**" for item standardization and enhanced product selection; additionally, users can create "**personal hot lists**" based on their specific needs, save orders as **templates** to quickly order groups of products, and use "**rapid order**" to easily order items by Fisher Scientific catalog number, vendor catalog number or competitive catalog number, unit of measure, and quantity.
- Registered users can log in, and view current quotes by account number. Quotes can be then be added to the "Shopping Cart," and processed with the order. Registered users can view details for any quote on the current list by clicking "View Details" link next to each quote.



- **WebReq Order**
Placing an order via **WebReq** allows an authorized user to request a product that Fisher Scientific does not have in its catalogs but which Fisher Scientific can procure. WebReq requests are sent to a Fisher Scientific Procurement Specialist, who will source the product and process the order for the customer.
- **Order Item Details**
The Order Item Details page provides detailed information about line items on the specific orders chosen by the user. The Order Item Details page contains links that users can click to easily return to **View Orders for Account** or to **View Order Shipment** data.
- **Interactive Processing**
Registered and logged-in users with a Fisher Scientific account number can view their most recent account information as they place orders, including
 - Account-specific prices derived from your contract and calculated item-by-item/quantity-by-quantity to provide concrete, accurate net pricing.
 - Order status for all orders placed regardless of order entry method
 - Restricted items
 - Real-time product availability
 - Order status tracking
 - Create templates and hotlists
 - Automatically receive e-mail notices for order confirmation, backorder updates, shipment notifications, invoice copy notifications, website alerts, new products, suppliers, promotions and announcements
- **Customized Catalogs**
Fisher Scientific has considerable experience in developing customized views that identify preferred and restricted products and may be used to direct your users to the appropriate source of products. All catalog views feature customer-specific pricing. With web-based catalogs, we have the capability to produce a customized State electronic version to support your specific purchasing requirements.

At this time, Fisher Scientific respectfully declines to provide actual screen shots of custom web pages that have been designed for specific customers. We decline to disclose this information because of customer expectations and / or obligations to those customers and the information's non-public nature.

- **Implementation of Business Rules**
Administrative authority is set up in advance through your Fisher Scientific representative. After setup, management tools enable you to:
 - Define purchasing and payment privileges and assign to users
 - Apply product or supplier restrictions by user
 - Reassign level of authority and approval hierarchy relationships on a user-by-user basis
 - Create individual Approval groups, assign individual users to one or more Approval groups, and add / delete Approvers and Approval groups
 - Manage funds
 - Receive e-mail notification when a new user registers with an existing Fisher Scientific account, or when a registered user adds a Fisher Scientific account

There is no limit to the number of rules you can establish. You can create, delete, and revise these rules, then apply them to on-line purchasing practices on a user-by-user basis.

- **Order Status**

Current and historical order status information is available for **up to 90 days** after the order is placed, whether the order is placed online, phone, or fax. We provide both ordering and shipment views and links to UPS tracking so the user can easily assess the status of any order.

- View orders placed for each account
- Search orders by purchase order or by Fisher Scientific order number
- Search orders by date and type
- View all back-ordered items for the account
- View order details
- Request packing slips

- **Technical Product Information**

University personnel can access valuable product information directly from Fisher Scientific's website, including:

- Technical bulletins
- Manufacturer cross references
- MSDS and Certificates of Analysis for all Fisher Scientific Chemicals

- **Order Confirmation**

Once the order is accepted, Fisher Scientificsci.com returns a real-time order confirmation on-screen and via e-mail. If others in the department or company need to be notified about an order, a **Multiple E-Mail Order Notification** function can be utilized to create a list of those who should be notified when an order has been placed. This confirmation includes:

- Unique Fisher Scientific order number
- Line-level detail including shipping status
- Customer net pricing

- **On-Line Return Products Authorization**

Registered, logged-in users now have access to the **Return Products** link in the **Ordering** dropdown menu. The **Return Products** feature processes authorizations for any product on any of your recent orders (not just those placed online). Authorization and instructions come from Customer Service via e-mail or phone.

- **Refine Search by Supplier Diversity Partners**

In June 2009, our website added another search refinement that displays only products that are designated as Supplier Diversity Partners.

Customized Web Page and Search Capabilities

Fisher Scientific has the ability to develop a customized web "splash" page that registered end-users would see when they logged into the Fisher Scientific web site. A customized home page can incorporate customized pricing, delivery information, contract details, links, preferred item flags, and customized hot lists, etc.

Training for Customer Service Representatives

Prior to taking calls in our customer service centers, each new Fisher Scientific customer service representative undergoes a rigorous eight-week class in order to receive thorough training in Fisher Scientific systems, products, policies and procedures, and other skills necessary to provide outstanding customer service. All customer service representatives receive ongoing training as needed to refresh their skills and stay current on the latest technology and Fisher Scientific products.

Our Customer Service associates possess excellent verbal and written communication skills, along with courteous and professional interpersonal skills. Our CSRs generally have one-to-three years of customer service and/or inside sales experience. Many have educational backgrounds within the sciences. All CSRs are enrolled in ongoing quality assessment programs that enhance their product knowledge and operational expertise.

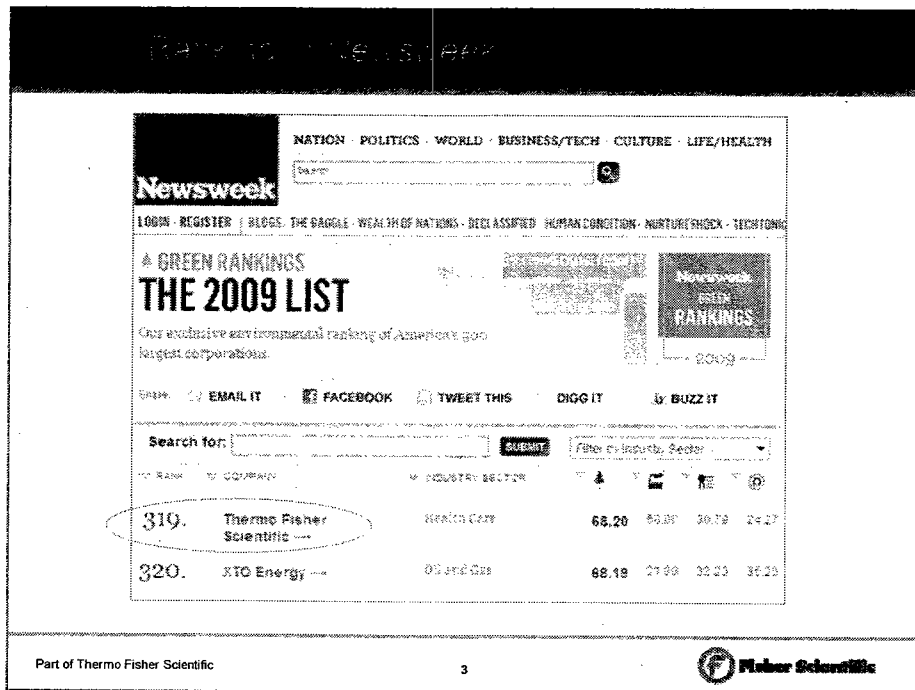
Fisher Scientific requires that customer service representatives spend a minimum of five percent (5%) of working hours in training on products, procedures and customer service skills. Our suppliers support this initiative through providing training support and technical information.

4.8

(E) SUSTAINABILITY

Provide a comprehensive discussion of your company's corporate and local sustainability practices for the entire scope of Lab Supplies and Equipment offered in your proposal. Your response should include, but not be limited to, efforts to reduce adverse effects on human health and the environment for the entire product lifecycle; including energy, water, safety, delivery, storage, packaging and training. Where practicable, include numeric measures of progress made to meet established sustainability goals, objectives and targets. Sustainability preserves and protects our environment through the responsible use of resources today, tomorrow, and for generations to come. Fisher Scientific supports the sustainable green initiatives of our customers and looks for novel ways to continually improve our business processes to help in protecting the environment. Our goal is to develop strong customer and supplier partnerships that support and integrate with the State's sustainability initiatives while adopting supply chain and business practices that have positive environmental outcomes.

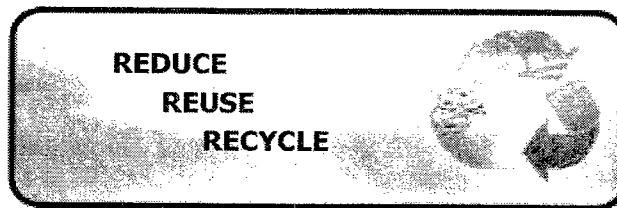
As part of Thermo Fisher Scientific, we are proud to share in the recognition as one of the **"Greenest Big Companies in America"** in an article published in the September 28, 2009 edition of *Newsweek*. This list ranks the 500 largest U.S. companies based on their actual environmental performance, policies, and reputation.



From Newsweek September 28, 2009

Reduce – Reuse – Recycle

Fisher Scientific has progressively adopted the green sustainable business practices of **Reduce, Reuse, and Recycle**.



Reduce

Our strong integrated global logistics network and electronic commerce capabilities greatly improve and support our sustainable business practices.

| Reduce – Business Practice | Benefits |
|--|--|
| By allowing our customers the convenience of consolidating their orders | <ul style="list-style-type: none"> Reduces transportation Reduces the usage of fossil fuels and greenhouse gas emissions |
| Reduction of order process time by electronic approval of orders and blanket orders for contract vendors | <ul style="list-style-type: none"> Reduces paperwork and saves on the use of raw paper materials Reduces duplicated work processes that drain human resources and drive energy consumption |

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| Reduce – Business Practice | Benefits |
|---|---|
| Close customer proximity to a nationwide network of secure Fisher Scientific warehouse facilities | <ul style="list-style-type: none"> Reduces the need for multiple freight transactions and carriers in order to meet the user communities' delivery requirements Reduces the risk of hazardous chemical spillage during long-distance transportation |
| On-site Chemical Management Services (<i>negotiated fee-based services</i>) | <ul style="list-style-type: none"> Optimizes use, reduces overall volumes and minimizes disposal of chemicals through better tracking and management Reduces environmental, health, and safety issues with increased awareness and information |

Reuse


| Reuse – Business Practice | Benefits |
|---|---|
| Trade-in equipment brokered out to used equipment dealer or refurbisher | <ul style="list-style-type: none"> Reuses the parts of machines and all of the equipment |
| Encourage customers to reuse packing materials | <ul style="list-style-type: none"> Finds other uses for product packaging materials |

Recycle

| Recycle – Business Practice | Benefits |
|--|--|
| Corrugated cartons used as overpack in our warehouses are typically made of 50% to 75% recycled biodegradable material | <ul style="list-style-type: none"> Used cartons are recycled through a contracted recycling company to avoid being sent to the landfill |
| Most of our product packaging materials are made of recyclable, biodegradable cardboard material | <ul style="list-style-type: none"> Customers can reuse or dispose of through their own recycling facilities |

Additional Environmentally Friendly Practices and Resources


Additional environmentally friendly practices and resources in which Fisher Scientific participates or offers include:

- Carbon Calculator and Chemical Conversion Chart**—Found on our website, www.fishersci.com, these support tools are focused on process change and chemical molecule product replacement opportunities that extend well beyond traditional approaches to sustainability efforts.
- Website Identification of Green Products**— Our website allows users to search for green or environmentally friendly products. Fisher Scientific offers a wide range of products from natural cleaning supplies to energy efficient equipment. All users, whether or not logged in, can find  symbol on our website for environmentally friendly products. Simply type the word “green” or “environmentally friendly” in the search field and a list of green products will be displayed. A small icon is displayed on the product description page.



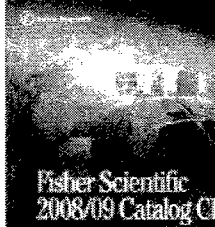
Look for the green symbol

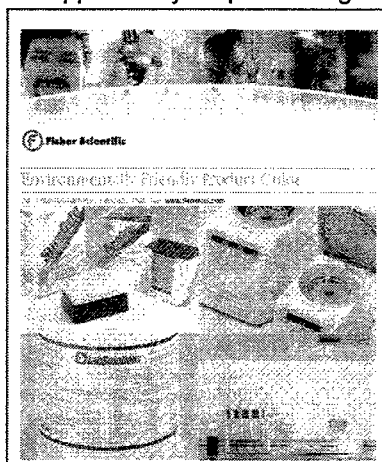




26 OSM All-Natural Odor Control (3)

Eliminates odor on contact - Effective against animal odors, smoke, and all types of waste odors - All-natural plant-based ingredients destroy severe odors - Freshens instantaneously in enclosed areas - Nontoxic and biodegradable.

- Fisher Scientific Catalog on CD**—The State may wish to consider using the Fisher Scientific catalog on CD instead of paper format. Our catalog is available on CD and also in hard copy for those users who prefer the paper catalog. Fisher Scientific has been more proactive in better management of the 2008 / 09 Research Catalog production process and has saved more than 22 million pages of paper—equal to saving 275 trees (1 foot in diameter and 60 feet tall)!
 
- SmartPack Chemical Packaging Solutions**
 The SmartPack family (discussed in detail earlier in our response) provides a smarter, greener and safer way to conduct research, transport products and help prevent costly accidents. Compliant with all applicable government regulations, SmartPack packaging solutions are designed for safety, environmental protection, convenient handling and storage, and preservation of product integrity.
- Environmentally Friendly Product Guide**—Because Fisher Scientific supports the sustainable green initiatives of our customers, we developed an *Environmentally Friendly Product Guide* in hard copy, in which all products featured are environmentally friendly. Many are reusable and/or recyclable. In addition, a separate line card of environmentally friendly products is also available. We encourage The State to consider these green-minded suppliers in your purchasing decisions.

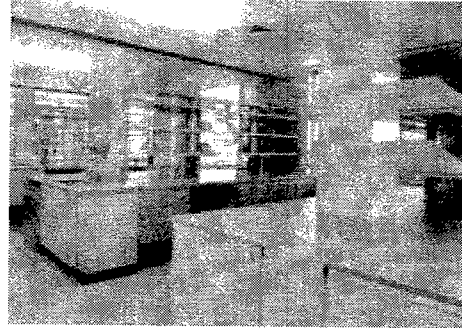


- Thermo Scientific Hamilton**—If The State is considering buying laboratory furniture, Thermo Scientific Hamilton can provide a “green” purchasing option. Thermo Scientific Hamilton, part of Thermo Fisher Scientific, has been recognized as the leader in environmental stewardship in the **laboratory furniture industry** by demonstrating a commitment to help protect the environment through ongoing investments in

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environmentally friendly manufacturing processes and the use of renewable raw materials. This commitment also extends to the development of laboratory furniture solutions for sustainable laboratory environments and extensive involvement in organizations that develop and promote environmental initiatives and accountability.

Thermo Scientific Hamilton standard wood furniture contains hardwoods, veneers and plywoods which originate from managed forests that are 100% sustainable with formaldehyde glue levels well below that required by HUD and OSHA standards. The use of FSC-certified sustainable woods, and glues containing no added urea formaldehyde, help contribute toward LEED credits. In addition, fiber cores and veneers made from rapidly renewable materials are offered by Thermo Fisher Scientific.

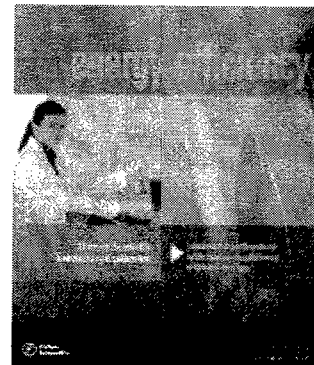


Thermo Scientific Hamilton is active in a variety of organizations and programs to promote the advancement of environmental stewardship. The Leadership in Energy and Environmental Design (LEED) program was developed by the U.S. Green Building Council to promote a sustainable future through the application of improved energy efficiencies and environmentally friendly products, practices and processes. The LEED Green Building Rating System was developed to evaluate building energy and environmental performance.

The rating system assigns points in the categories of Sustainable Sites, Water Efficiency, Energy and Atmosphere, Materials and Resources and Indoor Environmental Quality. Of the 64 possible points, Thermo Scientific Hamilton can have a direct impact on 24 points. Thermo Scientific Hamilton is a member of the U.S. Green Building Council and has been instrumental in the development and implementation of LEED-AGL (Application Guide for Laboratory Facilities).

In January 2010, Thermo Scientific Hamilton was recognized by Harvey Cleary Builders for their outstanding performance and teamwork on a design-build project for Battelle Biological and Computation Science Facility in Richland, WA. The site is the new home of the Pacific Northwest National Laboratory, one of the US Department of Energy's ten national laboratories.

- **Energy Efficient Laboratory Equipment**—Thermo Scientific can offer laboratory equipment that uses significantly less energy while protecting customers, researchers' samples, and the natural environment. Products include Thermo Scientific Biological Safety Cabinets, Thermo Scientific Ultra-Low Temperature Freezers, and Thermo Scientific General Purpose Centrifuges.



Leading by Example

Fisher Scientific also leads by example in sustainability initiatives through our current business practices such as recycling, saving energy, and reducing emissions and can provide suggestions to our customers on how they can adopt processes that will help to protect the environment. Full details can be found by following the "Think Green" link at www.fishersci.com.

Does your company have a recyclable products program (both for equipment and packaging?)

Recycling is ingrained in Thermo Fisher Scientific's worldwide operations. From manufacturing facilities to sales offices, we capitalize on every opportunity to advance sustainability. We build recycling capability into our products so our customers can do the same in their business.

For example, in order to reduce the use of disposable chemical containers in large-volume orders, Thermo Fisher Scientific developed the returnable "FisherPak," a stainless steel container approved by the U.S. Department of Transportation. After taking delivery of chemicals, customers simply return the FisherPak for reuse.

For chemicals in smaller volumes, Thermo Fisher created the "EcoSafPak" made from 100 percent recyclable, biodegradable materials that replace plastic foam.

Our laboratory chemicals business also developed a method to recycle expired chemicals. Instead of disposing of all chemicals that are past their expiration dates, several of our facilities now reuse these chemicals in non-critical applications or sell them to other companies where the expired chemicals still meet process specifications.

In the same spirit of recycling and reuse, many of our plastic molding facilities recycle waste from molding and extrusion processes, reusing the material internally or returning it to suppliers.

Does your company have a program for buybacks or trade-ins or other incentives for obsolete or otherwise unusable items?

With customer-owned inventories, we can arrange returns or negotiate inventory buyback programs for restockable and sellable products to accommodate excess inventory situations. We would first have to evaluate the condition and resalability of the inventory on a site-by-site basis before making specific recommendations.

4.9 (E) LOCAL BUSINESS SUPPORT/MWBE/DBE

NASPO encourages the involvement of local businesses, as well as minority, women-owned and disadvantaged businesses. Describe any programs that your company currently has in place in support of these organizations; and whether and how the resulting contract would or could be incorporated into the program(s).

Through our Tier 1 Supplier Diversity program, you can support your state, federal, or internal procurement requirements by purchasing directly from qualified Supplier Diversity Partners including:

- Small businesses
- Woman-owned businesses
- Minority-owned businesses
- Native American-owned businesses
- 8(a) Disadvantaged businesses
- Veteran and service-disabled veteran-owned businesses
- Local and federal HUBZone businesses



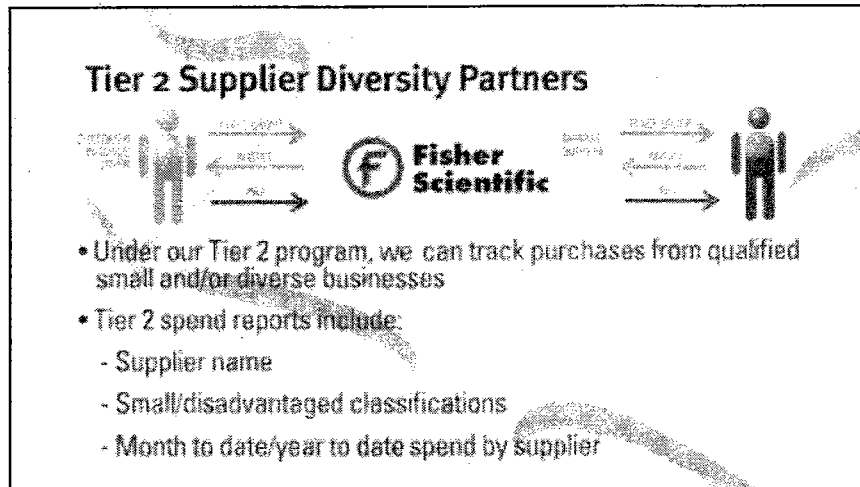
Our seamless procurement process enables you to order products directly from our diversity partners and receive the same quality products and timely delivery that have built Fisher Scientific's reputation for excellence.

Fisher Scientific Supplier Diversity Partners offer:

- Fisher Scientific Managers and Sales Representatives dedicated to supporting the Supplier Diversity Partner
- Certifications in various categories such as, but not limited to, HUB Zones, women-owned, small disadvantaged, veteran-owned and service-disabled veteran-owned small businesses
- Experience in lab and clinical operations
- Qualifications to meet Fisher Scientific business standards
- Integration with Fisher Scientific programs and systems, including Fisher Scientific's website fishersci.com
- Support from Fisher Scientific training and customer service
- Subjected to formal business and customer-satisfaction reviews
- End-user follow-up to ensure customer satisfaction

Fisher Scientific's dedicated Supplier Diversity Partner sales and customer service teams located in Houston and Pittsburgh, respectively, provide support to the Diversity Partners to assist them in serving our mutual customers.

Tier 2 Direct Supplier Diversity Partners



Under our Tier 2 program, Fisher Scientific actively tracks your purchases of goods or services that are sourced from qualified diversity businesses to help you manage compliance, monitor progress, and meet specific procurement goals. As part of our value-added service, we are able to measure your procurement activity and generate Tier 2 Direct and indirect diversity spend reports that include:

- Vendor name
- Small/disadvantaged classification
- Month-to-date and year-to-date spend by vendor
- Paper or electronic reporting

We approach Supplier Diversity development through establishing guidelines for evaluation, implementation, and ongoing measurement. These can include reports detailing Vendor Classification Documents and a Vendor Database for small/minority business development.

Fisher Scientific also utilizes our Third Party Supplier Development Team to act as "Supplier Diversity Managers" to meet the increased importance of supplier diversity for our customers. The Third Party Procurement Services leverages the strengths of a value-added network of highly respected MWBE Third Party suppliers, providing customers with the service and product breadth required from a comprehensive MWBE program. In addition, the program is based on Fisher Scientific's Third Party commitment to lowest total cost of acquisition – focusing on the true costs of transactions and driving costs out of our customers' and partners' supply chain processes. More specifically, the Supplier Development Team supports a number of activities:

- Actively identifies, approaches and mentors qualified MWBEs
- Verifies that MWBEs fully understand the customer's supply chain requirements
- Facilitates electronic catalogs and content
- Develops and implements programs to encourage qualified MWBE/small businesses to do business through Fisher Scientific's Third Party program
- Encourages Third Party partners and customers to increase the volume of business with qualified MWBE suppliers

4.10 COST

Please see separate Cost Proposal as required.

5 Method of Evaluation AND AWARD

5.1 Proposal Evaluation

Proposals will first be evaluated to determine if they meet all mandatory requirements. All responsive Proposals will be evaluated by a committee composed of representatives of the State and other NASPO states, using a point method of award using predetermined criteria for each ME and E item identified in §4, above. Once all responsive proposals have been evaluated and scored, by Band, the sealed Cost Proposals will be opened and scored, as detailed below. Some items within §4 will be weighted and may receive more points than other evaluated items in the same section. The weighting information will not be made available until the evaluation process has been completed. The maximum points for each evaluation category are:

| | |
|----------------------------------|--------------|
| 4.6 Experience and References | 250 |
| 4.7 Customer Service and Support | 200 |
| 4.8 Sustainability | 25 |
| 4.9 Local Business Support | 25 |
| 4.10 Cost | <u>500</u> |
| TOTAL | 1,000 |

Fisher Scientific acknowledges.

5.1.1 Cost Evaluation

For purposes of cost evaluation, discounts offered by Proposer pursuant to §4.10.4 et seq., above, will be applied to the Proposer's Price List, required by §4.10.1.

The items used for purposes of Cost evaluation will be a representative sample of items purchased by public entities utilizing the current WSCA and NASPO lab equipment and supplies contracts, from the four latest Quarterly Usage Reports received from the current contractors; as well as a representative sample of items commonly procured by public entities for laboratory use.

For purposes of proposal evaluation, the State will use a pricing structure based upon the packaging historically purchased. For example, if a majority of a particular item has been purchased by Packages of 12 each, the state will use the price of the proposer's similar packaging unit (PK of 12 or CS of 12) for purposes of proposal evaluation. Should a proposer fail to offer a particular item, or equal item, the State reserves the right to use the highest price proposed by another proposer as a price for the item in order to calculate the Grand Total Price for purposes of proposal evaluation/price comparison.

Failure by a proposer to indicate a discount percentage for an item in the proposer's catalog or price list may be cause for rejection of the proposer's offer or may be cause for the State to evaluate the item at the current catalog list price.

Note: If the proposer is not an authorized distributor for a particular item chosen for purposes of proposal evaluation, an "equal" product line may be chosen by the State for evaluation. Otherwise the specified product line must be available. It is not the intent of this paragraph to allow a vendor to offer an "equal" item or product line if the item or product line chosen for

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evaluation is available.

ITEMS to be evaluated for Band 1 *may* include but are not limited to:

Chemicals, Acids, Alcohols, Solvents, Reagents, pH Supplies & Solutions, Clothing / Protective Equipment, Eye Protection, Gloves & Lab Apparel, Membrane Filters, Filters, Analyzers, Balances & Weighing equipment, Waterbaths, Cabinets, Incubators, Circulators, Burners, Centrifuges, Evaporators, Glassware products, Bottles, Vials, Microscope Slides, Pipettes & Pipette Tips, Cylinders, Hot Plates & Stirrers, Microscopes, pH Selective Ion Apparatus, Power Supplies, Refractometers, Shakers, Spectrophotometers, Thermometers, Water Purification Equipment, Bags, Cleaning Supplies, Corks, Filtration Products, Frame Rods, Clamps & Clamping Systems, Labeling Tape, Labels & Dispensers, Glass & Plastic Petri Dishes, Plastic-ware, Rubber Stoppers, Sterilizers, Tubing, Brand Name Equivalent Products, Laboratory Media, Test Kits, BBL and DIFCO products as well as parts and accessories for the above equipment.

ITEMS to be evaluated for Bands 2 – 5 may include *any* items within the Band being evaluated, which are utilized by public entities for laboratory use (subject to the unit price limit of \$75,000).

Fisher Scientific acknowledges.

5.1.2 The Proposer with the lowest Total Cost (for a Band), based on the Representative Sample of Items evaluated for that Band, will receive all 500 Cost Points for that Band. Other Proposers within the same Band will receive a portion of the Total Cost Points based on the following formula: $\text{Lowest Total Cost for Band \#} / \text{Other Proposer Total Cost for Band \#} \times 500$. Fisher Scientific acknowledges.

5.1.3 Once the Cost Points are calculated for each Band, the points for \$4 will be totaled with the Cost Points, and the Proposals will be ranked by Total Points, by Band. Fisher Scientific acknowledges.

5.2 Award

Award will be made to the high point responsive responsible Proposer(s), by Band (1 – 5), in accordance with the Evaluation Method described above. The State may make multiple awards for each Band, at its discretion; and may choose not to award one or more Bands, in the best interest of the State. Bands 2 – 5 may also be awarded by region. If multiple awards are made, Idaho state agencies will utilize the contracts in accordance with Idaho Code (I.C.) 67-5718A.

Fisher Scientific acknowledges.



6 ADDITIONAL TERMS AND CONDITIONS

6.1 ADDITIONAL MANUFACTURER DISCOUNTS

For contract items, the Contractor agrees to allow any particular Ordering Entity to accept additional discounts offered by a Manufacturer for whom the Contractor is a distributor if those discounts will result in a lower net price to the Ordering Entity. The Contractor agrees to furnish these items under the terms and conditions of the Contract but at the lower net price as agreed by the Manufacturer and the Ordering Entity.
Fisher Scientific acknowledges.

6.2 PRICE CHANGES

6.2.1 Price decreases or discount increases are permitted and encouraged at any time. Price reductions announced by a manufacturer are to be applied at the time of the announcement for the products that have not yet been delivered to the Ordering Entities.
Fisher Scientific acknowledges.

6.2.2 All discounts offered will remain firm or higher during the term of the contract.
Fisher Scientific acknowledges.

6.2.3 Contractor may request a price increase no more than once per Contract year by submitting a request to the State at least 30 days prior to the end of the then current term. Price increases must be calculated from the published price list, and may only be requested in accordance with changes made by the manufacturer or distributor in their established, nationally distributed price list or published catalog. The State reserves the right to accept or reject any proposed price increase. A price increase will not be effective until approved, in writing, by the State.
Fisher Scientific works closely with its vendors to minimize price increases, scheduling most increases to become effective January 1.

Fisher Scientific will do all that is possible to provide at least 30 days notification of the yearly price increase in advance of its effective date. Typically, price change notification is made when we are notified of such changes by the manufacturer.

As a distributor, Fisher Scientific adjusts its list prices on a nationally published basis in accordance with price changes from the manufacturers of the products. Fisher Scientific agrees that it will provide list prices to the State evidencing the list prices that Fisher Scientific uses for its customer base generally. Because list prices are established for all customers, Fisher Scientific is not able to agree that the State can reject increases to particular products' list prices. However, as noted above, Fisher Scientific does agree to hold its discounts firm on the products throughout the term of the Agreement.

6.3 AUDIT RIGHTS

The Contractor agrees to allow State and Federal auditors and State purchasing staff access to all the records relating to this Contract, for audit, inspection, and monitoring of services or performance. Such access will be during normal business hours or by appointment. Fisher Scientific agrees to allow an audit to be conducted on reasonable notice and during normal business hours during the term of the Agreement and for one (1) year after termination. This audit should only be conducted once per year. Each party will bear its own expenses associated with such audit. In determining whether or not Fisher Scientific owes a refund, all overcharges and undercharges will be net against each other.



6.4 CHANGE IN CONTRACTOR REPRESENTATIVE

The Lead State Procurement Officer, at his/her sole discretion, may require a change in Contractor's Named Representative by giving written notice to Contractor.
Fisher Scientific acknowledges.

6.5 TERMINATION

6.5.1 Termination of Contract

The Contract may be terminated by the State as provided in the State's Standard Terms and Conditions, and as may otherwise be provided in this RFP.
Fisher Scientific acknowledges.

6.5.2 Termination of Participating Addendum

Participating Addendums may be terminated by the Participating Entity for lack of funding, or for failure of the Contractor to perform in accordance with the terms of the Contract and/or the Addendum, and as otherwise designated in the Entity's Participating Addendum. There is no penalty or restriction upon the State, or Ordering Entity, in the event of cancellation due to lack of funding.
Fisher Scientific acknowledges.

6.6 AVAILABLE FUNDS

Financial obligations of Ordering Entities are limited to the order(s) placed by the Ordering Entity, as well as on the Entity having available funds. Participating states incur no financial obligations or other liability on behalf of political subdivisions.
Fisher Scientific acknowledges.

6.7 RECORDS MAINTENANCE

Contractor shall maintain or supervise the maintenance of all records necessary to properly account for all payments made to the Contractor pursuant to the Contract. These records shall be retained by the Contractor for at least three (3) years after the Contract terminates, or until all audits initiated within the three (3) years have been completed, whichever is later.
Fisher Scientific acknowledges.

List of Attachments:

- 1 Historical Data
- 2 NASPO Terms and Conditions
- 3 Public Agency Clause
- 4 NASPO Reporting Requirements
- 5 Report Format
- 6 Reference Questionnaire

